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Current Topics.

Lord Merrivale.

ALTHOUGH he had retired from active service in the law for several years—in 1933 to be precise—the announcement of the passing of LORD MERRIVALE has evoked a feeling of keen regret, for he was a great lawyer and a great judge, always giving of his best. Of him it can truly be said that he adorned the judicial posts to which he was called, first, that of a Lord Justice of Appeal, and then, for the greater part of his years on the bench, that of President of the Probate, Divorce and Admiralty Division. To the discharge of the duties that thus fell to him, he brought great qualities and a wide experience, for, unlike the majority of judges, he possessed a great knowledge of practical administration, having held, among other posts, that of Recorder, Chairman of various Commissions, and for a time, that most difficult of political offices in the pre-Free State period, that of Chief Secretary for Ireland. In all these spheres of activity he showed great qualities and an imperturbable good humour, and, moreover, they proved an admirable apprenticeship for the work which fell to him when promoted to the bench. If ever any one was thorough in the discharge of his duties, and at the same time sympathetic, it was he, while, at the same time, upholding the dignity of his high judicial office. At the banquet given in his honour shortly after his retirement, the Bench and Bar combined to pay tribute to his eminent qualities, and among the speakers was the present Lord Chief Justice, who referred to LORD MERRIVALE as one whose "perfect freedom from anything in the nature of pretence and hypocrisy is a lesson to all." Laudatory epithets on such occasions are common enough, but, certainly, in this instance, there was no gainsaying the essential truth of LORD HEWART'S characterisation of the guest of the evening.

The Prevention of Road Accidents.

MEMBERS of what is known as the Company of Veteran Motorists were recently addressed at a luncheon by LORD ALNESS, the chairman of the Select Committee of the House of Lords on the Prevention of Road Accidents. The speaker, who congratulated the organisation on its rapid growth since its establishment in 1931, stated that his participation in the inquiry which preceded the publishing of the report had impressed him with the necessity of arousing the public conscience to a realisation of the annual massacre that takes place on the roads, and he described the general public's attitude of fatalism, indifference, and defeatism in this matter as deplorable. He urged that if road accidents were to be decreased, the co-operation of all road users—pedestrians, cyclists, and motorists—must be obtained. At the present time there was a definite antagonism between the three groups. The experiment in Lancashire, where casualties had been reduced by 42 per cent., was referred to as exhibiting the benefits of co-operation, and it was suggested that the time had arrived for both cyclists and motorists to contribute more to the prevention of road accidents. It may be recalled that in the course of a debate in the House of Lords early in the present month on a motion that the report of the Select Committee should be taken into consideration as soon as practicable, LORD ALNESS expressed his appreciation of the generous welcome which had been given to the report and hoped that the solution of "this major domestic problem" would not be allowed to suffer or be shelved because of the pressure of external affairs. EARL DE LA WARR, President of the Board of Education, reviewed the position, but intimated that it would not be possible for him to deal with all the points in the report, and those put forward in the debate, particularly in view of the former's recent publication and the fact that the present Minister of Transport had only lately been appointed. But the report was receiving the really serious consideration of that Minister, and the fear that it would be pigeonholed was ungrounded. The report and the debate, it was said, would be a stimulus to the Government Departments concerned, and to the highway authorities and other bodies that were partners with the Government in dealing with that vital problem, and the Government were prepared to accept the motion. Some dissatisfaction was expressed with the Government reply which LORD NEWTON, who was responsible for the motion, described as thoroughly unsatisfactory.

Tax Evasion.

SOME correspondence on this subject has been appearing in *The Times*, and the suggestion has been advanced, apparently in all seriousness, that Parliament should make it unlawful for a member of the legal profession to assist a client in seeking to escape what is termed "the spirit of a Finance Act," by taking advantage of a loophole which may have been discovered in it. No doubt the expression "tax evasion" has a sinister sound, and with what it usually imports no honest man can have any sympathy, but it should be remembered that again and again it has been laid down in a series of cases that "the intention to impose a charge upon the subject must be shown by clear and unmistakable language." It was so enunciated, for example, by the Judicial Committee in *Oriental Bank* v. *Wright* (1880), 3 App. Cas. 842, 856, and this accords with the view previously expressed by that very distinguished judge, BARON PARKE, in *In re Micklethwait* (1855), 11 Ex. 452, 456, in these words: "It is a well-established rule that the subject is not to be taxed without clear words for that purpose; and also that any Act of Parliament must be read according to the natural construction of its words." Indeed, there is a catena of similar pronouncements in the reports, and in view of this it seems a little odd that a member of the legal profession, when consulted on the question whether a particular Act does or does not have the effect of imposing a charge on his client, is to be compelled to jettison the principle of construction in which he has been nurtured, and say, "this Act, though imperfectly drawn to effect the object desired, doubtless intended to bring you within its ambit, and therefore you must pay the impost demanded." To require such an abdication of his rights from a member of the profession is unthinkable. When, as has often been the case, a loophole in a taxing Act is discovered, or a means of evading its operation has been envisaged, the Government has the remedy in its own hands, namely, by amending what has proved to be a defective statute and thus effect the object at which it was aiming. That is the constitutional method of procedure, and not by seeking to impose penalties on legal practitioners who have pointed out for the benefit of their clients gaps in the legislation.

Divorce for Insanity: "Obstruction" and an Apology.

REFERENCE was made in our last week's issue (83 SOL. J. 403), to the complaint of Sir BOYD MERRIMAN, P., of "obstruction" by the responsible authorities of a mental hospital in not supplying the medical information necessary in divorce suits brought on ground of incurable unsoundness of mind. The learned President, it will be recalled, said that, so far as he knew, the hospital in question was the only one where difficulty had been experienced with regard to obtaining the information desired. That was not to be tolerated, and the court was not at all pleased with the way it had been treated. On the following day, counsel made a statement on behalf of the corporation and the Visiting Committee of the hospital concerned. His lordship's statement, it was intimated, had been brought to the notice of the authorities officially, and counsel was there to express in unqualified terms the corporation's profound regret that his lordship should have had any ground for complaint. He asked his lordship to accept that the non-appearance of a medical witness on that day was due to a chapter of accidents culminating in the illness of the witness concerned. Sir BOYD MERRIMAN, P., observed that that was not really the point. It was not the mere absence of the medical officer. It was the failure to lend any assistance to litigants in the early stages of the case. Counsel said that he was instructed to ask his lordship to accept his client's apologies for any obstruction caused in the administration of that very difficult branch of new law, and that the hospital and hospital authorities would in future be guided by what his lordship had said.

Blood Tests.

FURTHER evidence was given on 18th May before the Select Committee of the House of Lords which is considering the Bastardy (Blood Tests) Bill, at the conclusion of which the committee adjourned until 22nd June. Mr. WARDEN GOWING, formerly honorary solicitor to the National Council for the Unmarried Mother and Her Child, stated that the council was anxious about compulsion because it invaded the privileges of the individual. He suggested that in matters of bastardy English law was probably more unfairly weighted against the mother of an illegitimate child than in any other country, and urged that the provisions of the measure would cause delays and hardship which would set up yet more handicaps against the establishment of the just claims of many unmarried mothers. The council preferred the law in its present state, and also opposed the Bill on the ground that blood grouping was not yet infallible. Mr. CLAUD MULLINS, the South-Western Police Court magistrate, said that his sympathies in affiliation cases were with the child, and urged that blood tests could not be fitted into English legal procedure. No party had the right to order a court to take certain steps. That was a novel proceeding. The court ought to have the discretion and ought itself to be satisfied of the necessity for a test. The learned magistrate also thought the Bill ought not to become law until the law had made up its mind what was the basis of bastardy law. The subject should form part of an inquiry into the reform of the bastardy law as a whole. If the Bill went through as it was, there would be inconsistent elements. Evidence was given on behalf of the County Councils' Association by Mr. W. L. PLATTS, Clerk of the Peace for Kent, who said that that body disagreed with the proposal that the cost of blood tests might be met out of the rates. Mr. RICHARD O'SULLIVAN, K.C., Recorder of Derby, was of opinion that there was injustice in the courts because of the absence of blood tests, and referred to a case where a man against whom an affiliation order was made, rather than pay under the order, went to prison fifteen or seventeen times until he collected evidence as a result of which the order was revoked and the woman was convicted of perjury.

Access to Mountains.

THE Access to Mountains Bill was read a second time in the House of Lords on 9th May. Tributes were paid by the EARL OF RADNOR, who moved the second reading, to Sir LAWRENCE CHUBB, Secretary of the Commons, Open Spaces, and Footpaths Preservation Society, to whose energy and tact the agreement of those most affected by the Bill had in large measure been obtained; and by the MARQUESS OF CREWE, President of the above-named Society, to the accommodation and moderation of opinion shown by the landowners. LORD CRANWORTH said that it was not true to envisage the average landowner as an ogre who fenced his land with barbed wire, and forbade access to everybody; nor the average rambler as a person with a trowel in one hand and a newspaper in the other, intent on leaping through hedges and doing the utmost damage with his trowel, and scattering the newspaper in every possible place. The large majority of landowners, it was intimated, were only too willing to give reasonable access to their land, and the large majority of ramblers were only keen on getting into the fresh air. LORD MAUGHAM, L.C., described the Bill as in all respects an admirable one, and remarkably well drafted, and expressed the hope that it would become law with hardly any amendment. The EARL OF FAVERSHAM, Parliamentary Secretary, Ministry of Agriculture and Fisheries, stated that in the view of the Government it would be necessary to go cautiously if they were to obtain for the Bill the position of an agreed measure. If it was to experience the degree of unanimity for future stages which had been shown until then it would be necessary so not to amend the Bill as to bring conflict where conflict had not

shown itself. The same speaker expressed full appreciation of what had been said by other Members of the House on the danger of fire to moorland, and stated that he had had 2,000 acres burnt by a pedestrian who walked across it. Owing to a change of wind the fire had not been extinguished for five days, and it would not have been put out then but for the valuable assistance rendered by the military authorities of a camp in the neighbourhood. The same speaker expressed on behalf of the Government very great pleasure that the Bill had received unanimous support on all sides of the House.

Country Houses and the National Trust.

THE Select Committee of the House of Lords which, under the presidency of LORD ROMER, has been considering the Bill promoted by the National Trust to secure powers for the preservation of country houses in limited ownership recently ordered the Bill to be reported to the House with the amendments that have been incorporated. Summarising the effect of the measure in its amended form, Mr. CYRIL RADCLIFFE, K.C., who appeared for the National Trust, said that it was not intended to inflict any harm on the rights of remaindermen with regard to settled property, although it was intended that those rights should be to some extent altered. There would, it was explained, come out of the settlement the house and gardens around it, and also a certain amount of value for the annual sum required for endowment, but there would go to the settlement the house and the gardens held on such a lease as would give the full benefit of occupation and the right to dispose of the value of that lease. Endowment was taken out of the settlement but there was given back to the holder of the property all that he himself would have had to spend in maintaining the property. If he wanted to sell or sublet he could acquire the cash value of that because he could say to a prospective purchaser: "It is the duty of the National Trust to keep up the house and gardens." An essential feature of the scheme was that nothing could happen unless the consent of the independent trustees or of the court was obtained. Mr. D. M. MATHESON, secretary of the National Trust stated that not more than 300 houses would be affected by the scheme. He did not know how many were in fact obtainable, but the matter had been discussed with only twelve or thirteen owners.

Interest on Housing Loans.

A CIRCULAR (No. 1822) which has recently been sent to local authorities announces that the Treasury has directed that the rate of interest to be charged on loans, secured on local rates, made on and after 10th May, 1939, from the local loans fund to local authorities for any purposes of the Housing Acts, the Housing (Rural Workers) Acts, 1926 to 1938, and the Small Dwellings Acquisition Acts, 1899 to 1923, shall be 4 per cent. As was recently noted in these columns (83 SOL. J. 347), the rate was raised from $3\frac{3}{4}$ to $3\frac{7}{8}$ per cent. on 1st April.

Recent Decisions.

IN *Swain* v. *Southern Railway Co.* (*The Times*, 19th May) the Court of Appeal (Sir WILFRID GREENE, M.R., and FINLAY and DU PARCQ, L.JJ.) upheld a decision of HUMPHREYS, J. (82 SOL. J. 713), to the effect that a railway company was liable in damages to a cyclist who sustained injuries by being thrown from his machine owing to the presence of a rut on a road forming an approach to a bridge over the railway. The road was repairable by the company under s. 46 of the Railways Clauses (Consolidation) Act, 1845, and the learned judge held that the company was liable for non-feasance as well as misfeasance, that the Public Authorities Protection Act did not apply to the company, and that its liability was to maintain the bridge and the approaches in the state in which they were constructed, in or about 1856, and it had failed to do so.

In *Re Hurst; Barclays Bank* v. *Hurst* (*The Times*, 19th May) BENNETT, J., held that a gift of £200 a year to the "Law Reform Association, 55 Chancery Lane," was, in effect, an annuity to be paid so long as the association continued to exist, and that as the period of the existence of the association was incapable of definition or limitation, and its objects were not charitable, the gift tended to a perpetuity and was void. See *Thomson* v. *Shakspeare*, Johns. 612; *Carne* v. *Long*, 2 De G.F. & J. 75; and *Re Swain*, 99 L.T. 604.

In *Swettenham* v. *Swettenham* (*The Times*, 19th May) the Court of Appeal (MACKINNON, LUXMOORE and MACNAGHTEN, L.JJ.) discharged an order made by HENN COLLINS, J., adopting a report of the registrar as to the maintenance to be provided for a wife (whose husband had been granted a decree *nisi* on ground of her insanity), and approved an order which had been agreed between the parties, and sanctioned by the Master in Lunacy. The previous order provided, *inter alia*, that the bulk of the wife's capital, consisting of accumulations of money saved by the receiver out of moneys paid to him each year, should be used to buy an annuity for her benefit, and it was indicated that this order could not stand because the consent of the Master in Lunacy had not been obtained.

In *Green, A.* v. *Green, H. L.* (*by his Guardian*) (*The Times*, 20th May), Sir BOYD MERRIMAN, P., granted a wife's petition for a decree *nisi* of dissolution of marriage on the ground that her husband was incurably of unsound mind and had been continuously under care and treatment for a period of at least five years immediately preceding the presentation of the petition. The learned President held that the detention had not been interrupted either by short absences on parole for week-ends authorised by rules made under s. 275 of the Lunacy Act, 1890 (see *Shipman* v. *Shipman* [1939] P. 161), or by the absence of a fortnight on trial under s. 55 (1) of the same Act to a house which belonged to a voluntary association, and which was inspected and approved by the London County Council for the reception of parties of patients so released on trial, and where the patients were under the control of the association as agents for the London County Council.

In *Re Cawston's Conveyance and Re School Sites Act*, 1841: *Hassard-Short* v. *Cawston* (*The Times*, 20th May), SIMONDS, J., held that the site of a church school, which had been vested in the vicar and churchwardens of a church, reverted to the estate of the grantor on the closing of the school under s. 2 of the School Sites Act, 1841. The learned judge held that the Act applied to a conveyance in fee simple (see *Dennis* v. *Malcolm* [1934] Ch. 244), that it applied to a conveyance for valuable consideration, and that as the grant was for the purpose of an elementary school, the deed did not, in 1883, require to be enrolled in the office of the Charity Commissioners and was not void on that ground.

In *ex parte Borders* (p. 416 of this issue) the Court of Appeal (Sir WILFRID GREENE, M.R., and FINLAY and LUXMOORE, L.JJ.) held that the power given to a judge under the regulation issued by the Lord Chancellor in 1937 (see "Annual Practice," 1939, at p. 1276), to refuse to give a direction that transcripts of the official shorthand-writer's note of the evidence and judgment be supplied to an appellant for the Court of Appeal free of charge was not of the nature of a judicial discretion, and that an appeal against such refusal could not be entertained by that court.

In *Kleinwort, Sons and Co.* v. *Ungarische Baumwolle Industrie Aktiengesellschaft and Hungarian General Creditbank* (*The Times*, 24th May) the Court of Appeal (MACKINNON and DU PARCQ, L.JJ., and ATKINSON, J.) upheld a decision of BRANSON, J. (p. 419 of this issue), to the effect that where payment under a contract relating to certain bills of exchange was to be made in London, the principle that the courts of this country would not compel the fulfilment of an obligation the performance of which involved the breach of a law in a foreign country (in this case the exchange regulations in Hungary) did not apply.

Property in which the Deceased never had an Interest.

ESTATE duty is levied on all property passing on death. The scale of rates is graduated according to the amount of property, and in order to fix the proper rate all property liable to duty must be aggregated, whether it was the deceased man's own property or not : Finance Act, 1894, ss. 1, 4. But there are a number of exceptions to this general rule that the property is to be aggregated. In particular, the free estate, if not exceeding £1,000, is not to be aggregated with other property, but forms an estate by itself : s. 16 (3). Further, if there is any property passing on the deceased man's death in which he never had an interest, that also is to count as an estate by itself : s. 4.

The question what is property in which the testator never had an interest has been considered in several recent cases. In *A.-G.* v. *Dickinson and Baron* [1937] 2 K.B. 574 ; 81 SOL. J. 339, Mr. Justice Lawrence decided that where a testator settles a fund some time before his death, and the trusts on which it is settled include a direction to accumulate part of the income, the accumulated sums cannot be treated as property in which the deceased man never had an interest, because they are produced by investments which formerly belonged to him. This reasoning was approved by the Court of Appeal in the still more recent case of *In re Hodson's Settlement, Brookes* v. *A.-G.* (1939), 83 SOL. J. 133, but the court in that case carefully restricted its decision to cases where the accumulation fund passes, as a matter of fact, under s. 1, and was unwilling to decide that the same rule necessarily applies if property is only deemed to pass, as happens in certain circumstances, by a statutory fiction, under s. 2 of the Act of 1894. The judge in the Chancery Division, from whom the appeal was brought, had decided that the property in question, an accumulations fund, did not pass under s. 1, but was deemed to pass under s. 2 (1) (*d*). On that assumption he decided that the accumulations were property in which the deceased never had an interest, and the Court of Appeal, having determined that the accumulations came under s. 1, did not find it necessary to overrule the judge's decision on the other point, as it did not arise.

Estate duty law is the same in England and Scotland. However, the decisions of the courts in one country do not bind the courts of the other, although they are of strong persuasive character. The decisions of the House of Lords, which is the ultimate Court of Appeal from the courts of both countries, are binding on both of them. The important case of *Tennant* v. *Lord Advocate* [1939] W.N. 80 ; 55 T.L.R. 472, which was an appeal to the House of Lords from the Court of Session, confirms in principle the two English cases mentioned above. In itself, however, it was a different type of case. The deceased man effected a life insurance policy, and after a time assigned it to trustees, directing them to pay the death duties on his estate and to pay the balance, if any, to his children. After the assignment the trustees paid the premiums, raising money for that purpose on the security of the policy. The whole amount payable under the policy was required for death duties, and was paid to the executors. The Inland Revenue Commissioners said that the proceeds of the policy ought to be aggregated with the rest of the estate and assessed the estate duty in conformity with this opinion. The executors said that it ought not to be aggregated, because it was property in which the deceased never had an interest.

It appears to be right to say, in strict law, that the contract of insurance, with all its incidents, is the property which passes on death. If this is so, as the deceased man effected the insurance in his own name and maintained it for a long time before transferring it to the trustees, it could not be said that he had no interest in it at any time. But Lord Russell of Killowen (in whose speech the other Lords concurred) whilst mentioning this point, was content to assume that the duty is leviable not on the insurance contract as a valuable piece of property, but on the proceeds or the money payable under it. This money was not paid until after the testator's death, and, therefore, he never had an interest *in possession* in the money, but that is far from saying that he had no interest at all. Lord Russell of Killowen said :—

> " I feel no doubt that the deceased had, from the commencement of the policy's existence, an interest, and for many years the sole interest, in the proceeds thereof. He could, before the assignation, have assigned or charged the entirety of those proceeds, and even after the assignation he had a contingent interest therein by way of resulting trust, of which (for what it was worth) he could have disposed *inter vivos* or by will. The word ' interest ' is a word capable of wide meaning, and I see no valid reason for limiting its scope in s. 4."

The conclusion that emerges from the cases, and is confirmed by the speech of Lord Russell of Killowen, is clear. It is not enough to show that the testator never had an interest, in the sense that the property was never under his actual control. " Interest," in s. 4, includes *future* interests as well as interests in possession, and where future property is concerned the testator may have had all the rights over the property that anyone was capable of exercising at the relevant time. The test will be (as Lord Russell's speech shows), could the testator at any time have disposed of the property in question, as and when it came into existence ? If so, it cannot be said that he never had an interest in it, and his estate is not entitled to the benefit of the exemption from aggregation.

Costs.

ESTIMATING EXPENSES.

ONE of the difficulties with which solicitors are confronted is the uncertainty as to the expense likely to be involved in any legal work. The difficulty arises largely by reason of the fact that solicitors' remuneration is based primarily on the work done. The time involved in doing it, and the importance or otherwise of the work when it is done, are largely of secondary importance. Thus, instructions may be received to prepare an agreement. The documents to be perused may be few in number, and the agreement itself may be short, but its preparation may involve the consideration of several abstruse points necessitating much earnest thought and considerable drafting skill, yet the remuneration to which the solicitor will be entitled is based on the scale fee of 2s. per folio for drawing the document, with a reasonable fee for instructions : see Sched. II of the Solicitors' Remuneration Order, 1882. The fee for instructions is mainly dependent on the documents to be perused, and the attendances and correspondence necessary to enable the solicitor to translate the client's wishes into concrete form.

The basis, in short, is the same as for a simple tenancy agreement, or a straightforward service agreement under hand, and the remuneration may easily prove to be insufficient adequately to remunerate the solicitor for the work involved. It is true that the solicitor may be able to persuade the client to pay something more than the bare allowance under the Solicitors' Remuneration Order, *supra*, but this will necessitate a species of bargaining which, to the majority of solicitors, is definitely distasteful.

The difficulty of estimating costs is not insurmountable when it comes to such a matter as the making of a will or the preparation of a simple agreement. The solicitor will know from experience the probable length of the will or agreement covering the points with which his client requires him to deal, and the simplicity or otherwise of the service that he is required to give, and he will be able to estimate with a fair

degree of accuracy how much the client will have to pay. Thus, a simple will or agreement, say fifteen folios in length, involving nothing out of the way in the matter of perusals or research, would not cost the client more than, say, six guineas.

It is when one is dealing with litigious work that the greatest difficulty arises. Here, of course, the degree of accuracy in the estimate must of necessity be considerably less than in simple non-contentious matters, for the number of extraneous circumstances which will affect the estimate must obviously be greater.

The principal stumbling-block in such estimates is to anticipate with any degree of accuracy the proper fee to allow for the item of Instructions for Brief, and the amount of the counsel's fees, and no hard and fast rule can possibly be laid down. The fee for instructions for brief is intended to cover the work involved in preparing the case for hearing, and includes the attendances on the witnesses and the perusal of the documents; and the amount of the fee chargeable is influenced by the sum involved in the action and the importance or otherwise of the case: see *London, Chatham and Dover Railway* v. *South Eastern Railway* (1889), 60 L.T. 755.

Be that as it may, the fees charged and allowed for the item of Instructions for Brief tend to become stereotyped, and after the pleadings have been closed and discovery obtained it is usually possible to forecast with a fair degree of accuracy what will be a reasonable fee for instructions for brief in a particular case.

One can usually estimate the cost of the interlocutory work with reasonable certainty, even so far as counsel's fees are concerned, provided one has all the documents available and the issues have been defined. Thus, a simple action on a contract where no witnesses are to be called will normally cost, so far as the plaintiff is concerned, a sum in the neighbourhood of £40–£45, up to the stage of setting down the action; whilst the defendant's costs to the same stage will amount to about £30–£35. These figures cover the reasonable cost of advising clients, but exclude anything in the nature of instructions for brief.

So far as this latter item is concerned, it would be difficult to justify a greater fee than twenty guineas, either by plaintiff's or defendant's solicitors.

The amount of the counsel's fees will depend on whether a leader *and* junior are briefed, or simply a junior counsel. If the latter, then a fee of twenty guineas would be reasonable in ordinary circumstances.

The plaintiff will have to copy the documents for the court, so that where junior counsel only is employed allowance will have to be made in the estimate for the making of two copies of the documents. In addition there will be costs in connection with the drawing of the brief and copying it, attending counsel therewith and in conference, and attending in court on the hearing. The total additional profit costs, after the action has been set down, will be the expenses of bringing the matter on for trial and these might easily amount to, say, £40, whilst the counsel's fees would be about £25.

One can reckon, therefore, that the plaintiff's costs of a normal action in the King's Bench Division which does not involve much in the way of papers, would amount to about £100–£110, whilst the defendant's costs would not be very much less, so that the total amount that the plaintiff would have to pay, if the action was lost, would be something not far short of £200.

The above notes indicate briefly the points to be borne in mind in attempting to estimate solicitor's costs, and at the same time emphasise the uncertainty of the figures produced. This latter aspect of the matter must be constantly kept in mind when complying with a client's request for an estimate of the probable costs of an action or matter.

Company Law and Practice.

Repayment of Money paid in Advance of Calls.—I.

Section 48 of the Act of 1929 provides that a company, if so authorised by its articles, may, among other things, accept from any member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up.

Article 16 of the present Table A is an article drafted so as to allow advantage to be taken of the provision and is in substantially the same form as Art. 7 of Table A of 1862, and is in the following terms: "The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of the company in general meeting, 6 per cent.) as may be agreed upon between the member paying the sum in advance and the directors."

It is sometimes stated that money paid in advance under such an article cannot be repaid except by the company going through the complicated process necessary for making a reduction in its capital, but it seems to be by no means clear that that is in fact the position.

Before dealing with the case which most nearly supports the proposition it will be useful to consider the position of persons who have paid money in advance of calls generally, and for that purpose to consider with some minuteness the case of *Lock* v. *Queensland Investment & Land Mortgage Co.* [1896] 1 Ch. 397.

The articles of association of the company contained an article in substantially the same form as the article of Table A quoted above, which, it will be remembered, was again in similar terms to Art. 7 of the Table A then in force, though it should also be borne in mind that the provisions of s. 48 of the Act of 1929 referred to above were first incorporated in the Companies Acts in 1908.

A number of shares of the company which were only partly paid were, in response to a circular of the directors, paid up in full on the terms that on the amount so prepaid the shareholders should receive interest at 6 per cent. per annum, and that in any distribution of assets the amount of calls prepaid on those shares would rank for payment before outstanding share capital.

The company having made no profits in the year there was nothing out of which the 6 per cent. interest on the sums so paid up could be paid, except out of capital, and the debenture-holders of the company moved for an injunction to restrain such payment being made.

The question, therefore, to be decided in that case was the legality or otherwise of the agreement by the company to pay interest on these prepaid sums in all circumstances, and it was argued both before Stirling, J., and in the Court of Appeal that such an agreement was *ultra vires*. Dealing with that argument Stirling, J., quoted with approval the following passage from the judgment of the Irish Court of Appeal in *Dale* v. *Martin*, 9 L.R. Ir. 498, in which it was decided in Ireland that such an agreement was valid:

"The broad question must be decided by us, whether in the case of a company whose nominal capital is fixed, interest on money paid in advance of calls can be constituted a lawful debt and made chargeable on the assets of the company as a debtor. In the absence of some coercive authority, it would appear to me to be enough to prove the legality of such an agreement to read s. 14 of the Companies Act, 1862, which provides that a company limited by shares may adopt all or any of the provisions contained in Table A in the first schedule thereto and to point out that Table A, cl. 7, is identical with Art. 22 of the defendant company" (i.e., the article which authorised the agreement to pay interest on moneys paid up in advance of calls).

The judgment of the Court of Appeal continued by saying that a contract for payment of money, if lawful, must constitute a debt and "interest at such rate as the member paying in advance and the directors agree upon" could not be more descriptive of dividends in any legal sense.

In that case, too, it was argued that the payment of interest out of capital reduced the capital below the nominal amount fixed by the memorandum and the answer to this given in the Irish case neatly exposes the fallacy of confusing different aspects of a company's capital.

"This" [i.e., reduction of capital] "it must be conceded the board could not do; but the answer to the objection is that this is not a reduction of capital in any sense except that of a *spending* of the capital in payment of a lawful debt which occurs in every case in which money has to be paid out of capital in discharge of the liabilities of the company."

Stirling, J., following this decision, therefore decided that interest in the clause of Table A above referred to did not mean dividends, and that interest agreed to be paid on money paid in advance of calls constituted a legal debt payable out of any assets of the company, including capital.

This decision was upheld in the Court of Appeal, and in answer to the argument unsuccessfully put forward in the court below, Lindley, L.J., said that if it was right, it would follow that no part of the capital of a limited company could be applied in paying to a shareholder a debt of any kind, which would be contrary to the provisions of the Companies Act itself.

In determining the possibility of the company repaying the capital itself without going to the length of reducing capital, the following passage of Lindley, L.J.'s judgment is extremely important.

He says this: "In other words, if I am a shareholder in a limited company and I lend the company £20,000 on the terms of being repaid the loan with interest, I am entitled to be repaid that £20,000 and interest out of the capital of the company in common with the other creditors' loan in a winding up."

It seems plain that the agreement to pay interest on the sums paid up constitutes a debt, and that the payment should be regarded as being a loan to the company, but Lindley, L.J., goes on in his judgment to suggest that it differs in some respects from an ordinary loan, for he says: "It is a benefit to a company to be able to raise money on terms so much more favourable to itself than by contracting an ordinary debt, where it would be compelled to repay the principal as well as to pay the interest on it."

Of course, it is true that in the ordinary way a company will not have to pay back those sums paid in advance of calls, as it will merely make the call, in which case the prepayment ceases to be a prepayment and becomes merely a payment up of capital. There does not seem to be any suggestion that the company could not pay back the prepaid sums if it had power in its articles to do so and if it wanted to, and the language of the judgment in the Court of Appeal certainly seems to suggest that the prepayments should merely be regarded as a loan to the company, with the added factor that it is not a loan which the company will in the ordinary way ever have to repay.

Before leaving this case, it should be noted that paying money in advance of calls is referred to by Lindley, L.J., as the company obtaining advances from the shareholders and for the proposition originally referred to in this article, namely, that those advances could not be repaid to be correct, they would have to sustain a double character, partly advances and partly payment up of capital, which latter, at first sight, they could not do until a proper call in respect of the money was made.

Some support, however, is given to this proposition by the case of *London & Northern Steamship Co.* v. *Parker* [1914] W.N. 200, but I shall have to leave that case to be considered next week, when it will be seen that that support is of a not very positive kind.

A Conveyancer's Diary.

[CONTRIBUTED.]

Leaseholds and the Rule in *Howe* v. *Earl of Dartmouth.*

THE question discussed in the following article is whether or not a bequest of residuary estate, including leaseholds, to trustees upon trust for A for life and after his death to B will constitute A tenant for life of the leaseholds under the Settled Land Act, 1925, and make the leaseholds settled land. Before 1926 it is well known that the rule in *Howe* v. *Earl of Dartmouth* would have applied, and the trustees would have been obliged to sell the leaseholds as soon as possible and to invest the proceeds, while A would not have been entitled to receive the full income pending sale, but only a sum representing 4 per cent. on the capital value. This position has, however, been considerably altered by the Law of Property Act, 1925. Section 25 (1) of this Act provides that "A power to postpone sale shall in the case of every trust for sale of land be implied, unless a contrary intention appears." "Land" includes leaseholds by virtue of s. 205 (1) (ix). Section 28 (ii) provides that "Subject to any direction to the contrary in the disposition on trust for sale or in the settlement of the proceeds of sale, the net rents and profits of the land until sale, after keeping down costs of repairs and insurance and other outgoings, shall be paid or applied, except so far as any part thereof may be liable to be set aside as capital money under the Settled Land Act, 1925, in like manner as the income of investments representing the purchase money would be payable or applicable, if the sale had been made and the proceeds duly invested." The result of the two provisions quoted will be seen to be that both the limbs of the rule in *Howe* v. *Earl of Dartmouth* mentioned above appear to have been abrogated by the Legislature. There is no longer an obligation immediately to convert the property; and pending conversion the tenant for life gets the whole income. This has been held to be the result where there is an express trust for sale by Lawrence, J., in *In re Brooker* [1926] W.N. 93; and where the income is given in shares so as to create a statutory trust for sale under s. 34 (3) and s. 35 of the Law of Property Act, 1925: *In re Berton* [1939] 1 Ch. 200. But no case such as that put at the beginning of this article has yet been considered by the courts.

The point is of some importance because the rule in *Howe* v. *Earl of Dartmouth* implied a trust for sale. The question therefore arises whether the trustees or the tenant for life ought now to make title in the case under consideration. According to the view expressed in vol. 1 of "Wolstenholme and Cherry's Conveyancing Statutes," 12th ed., p. 271, "it is submitted that the rule has as respects land been abrogated by necessary implication where there is no express trust for sale." If this is sound, it might appear to involve the conclusion that no trust for sale will now be implied by the courts, on the principle that *cessante ratione cessat lex*; or, to put the matter in another way, that the Legislature has, in effect, said that a testator shall be presumed not to desire his property to be converted unless he has said that it shall be.

This conclusion, however, is, it is suggested, unsound for the following reasons. It must be remembered that the basic purpose of the rule in *Howe* v. *Earl of Dartmouth* is to secure that persons shall enjoy the property in succession. Unless, therefore, the testator has shown a contrary intention, wasting property and property not producing income ought to be converted into investments of a type fitted for enjoyment by successive beneficiaries. This is made clear by the explanation given by Lord Eldon in *Howe* v. *Earl of Dartmouth*, 7 Ves. Jun. at 148. It is true that among the various circumstances that have been held to indicate an intention to exclude the rule, is to be found the existence in a will of a discretion as to the time of conversion given to trustees. Cf. *In re Pitcairn* [1896] 2 Ch. 199. In that case, at p. 209, North, J., says: "In the present case the testator has not himself fixed the

period of conversion, but he has given the option of saying when the conversion is to take place to another person; and this seems to me to be equally effective in negativing the rule of the court, which would require the conversion to take place immediately, or as soon as possible, after the death of the testator." There were, however, other indications in the will in that case, which assisted the learned judge to arrive at his conclusion that the rule was excluded. Moreover, to say that such a power to postpone sale is an indication of the testator's intention to exclude the rule, does not involve the further stage of holding that an immediate conversion is so fundamental a part of the rule, that its absence destroys the rule's validity.

At this point it is well to refer to the case of *Rowlls* v. *Bebb* [1900] 2 Ch. 107. In this case there was a trust for sale with a power to postpone, and a direction that the whole income pending sale was to be paid to the life tenant. Part of the residuary estate consisted of a reversionary interest in property to the income of which the life tenant was entitled under another will. This was not converted, and it was proved to the satisfaction of the Court of Appeal that the reason for the failure to sell it, was not the exercise by the trustees of their discretion, but the fact that it had never occurred to anyone to sell it. The Court of Appeal held that the reversion should have been sold and that the personal representatives of the life tenant were entitled to a sum representing the interest which she ought to have received. The court pointed out that if the trustees had exercised their discretion properly, the will excluded the rule in *Howe* v. *Earl of Dartmouth*. But their power to postpone was, according to Lindley, L.J., a power of management, and it would not have been a proper exercise of the power to have postponed sale at the expense of the life tenant, except with a view to the proper administration of the property for the benefit of all parties.

This case seems to show that the obligation to convert is not destroyed by the power to postpone. It is submitted therefore that the true view of the effect of the Law of Property Act, 1925, is this. The Act has put every trust of residuary estate, where that estate consists of leaseholds, and where there is no express trust for sale, in the position of the trust in *Rowlls* v. *Bebb*. The obligation to convert will thus still be implied by the courts, and it follows that there will be an implied trust for sale. The result is that it is submitted that the title to the property will, in the case put at the beginning of this article, be in the trustees and not in the life tenant, and the leaseholds will not be settled land within the meaning of the Settled Land Act, 1925.

Landlord and Tenant Notebook.

Agreement Concluded by Correspondence.

One of the difficulties which is likely to arise when a party proposes to rely on correspondence as evidence that a tenancy agreement has been negotiated, or has not been negotiated, is the difficulty of deciding whether the letters exchanged show *consensus*. This has nothing to do with such possible difficulties as that of satisfying L.P.A., s. 53, which replaced the Statute of Frauds, or of satisfying the lawful demands of the Inland Revenue in the matter of stamp duty; but as regards the former, it is useful to remember "the Statute of Frauds is a weapon of defence, not offence, and does not make any signed instrument a valid contract by reason of the signature, if it is not such according to the good faith and real intention of the parties," as Lord Selborne observed in *Jervis* v. *Berridge* (1873), L.R. 8 Ch. App. 351; and/or Kay, J.'s "The real truth is that the statute was not meant to affect contracts in any way, but only the evidence of them. It does not provide that a memorandum duly signed shall be a contract, but only that no contract concerning land shall be proved by any lower evidence than such a written memorandum," in *Bristol, Cardiff & Swansea Aerated Bread Co.* v. *Maggs* [1890] 44 Ch. D. 616.

The question whether negotiating parties are *ad idem* is essentially one of fact; in dealing with tenancy agreement negotiations, what has to be examined is whether the parties are agreed as to the minimum incidents, namely, premises, term and consideration, and are not in disagreement or not yet agreed on other points which may have been raised. While problems of this nature must often have arisen between parties bargaining for a tenancy, vendor and purchaser cases have given us the best illustrations of the principles to be applied. The decision in *Hussey* v. *Horne-Payne* (1879), 4 A.C. 311, can be compared and contrasted with that in *Bristol, etc., Co.* v. *Maggs, supra*.

The former action was brought by an intending purchaser and he relied on a letter from the defendant to his (the plaintiff's) agent containing an unqualified offer and on the reply which, for present purposes, accepted that offer. The price agreed represented a reduced offer, the defendant's letter in effect mentioning that she was willing to "divide the difference." Neither letter referred to the question of payment by instalments which had in fact been raised during the previous negotiations; though amounts and times had, apparently, not been gone into. At all events, when the parties' solicitors met, the vendor's solicitor knew nothing about the matter, asked for the usual ten per cent. and thought the purchaser must be mistaken. The parties themselves then met, and the purchaser having refreshed the vendor's memory, she at once instructed her solicitor to accept the offer of "payment by instalments in three years and the deposit down" and her solicitor wrote to the plaintiff's solicitor offering to accept a 10 per cent. deposit, three equal instalments of the balance, 5 per cent. interest on balance unpaid. Next the plaintiff's agent called on the defendant's solicitor and left a paper which gave the instalments as six. It was said that the vendor's solicitor verbally agreed, but he wrote a few days later querying two points and these were never settled.

It was held that as the evidence showed that the first two letters did not represent the whole of the transaction and that in fact no agreement had been completed when they were written, there was no contract to enforce at that time. While, if agreement was indeed attained when the plaintiff's agent saw the defendant's solicitor, it was not evidenced by writing.

Now if the negotiations had been, say, for a yearly tenancy the result would have been different. Letters apparently evidencing an agreement on the minimum necessary points would not be conclusive, but *consensus* subsequently attained, though not evidenced in writing, would constitute an enforceable agreement.

In the *Bristol, etc., Co.* v. *Maggs Case*, the defendant, a Cardiff confectioner, wrote offering his lease and goodwill for a named sum and the plaintiffs wrote accepting his offer. His solicitor sent a draft agreement and those acting for the plaintiff returned it with a clause added which would restrict him from carrying on a similar business in Cardiff for a period of five years. The defendant's solicitor did not delete this clause but returned the draft with a modification. The plaintiff's solicitors said they would ask the director attending to the matter to call about it and the very next day the defendant's solicitor wrote saying that the gentleman in question had not been near him and that his client declined to proceed further in the matter. After further negotiations (in which the defendant, his solicitor not being present, himself said he wanted "the agreement" cancelled, as his son was very much against his parting with the shop) proceedings were started.

In these circumstances it was argued that *Hussey* v. *Horne-Payne* did not apply, for in that case it was found

that the two letters did not in fact contain all the terms, which had not indeed been agreed, as the amounts and periods of the instalments had not been settled: while in this case the parties were *ad idem* when the two letters relied upon were written and the subsequent discussions, which had not resulted in agreement (expressed either verbally or in writing), could not alter this fact. Kay, J., was fully aware that "in this case there was no anterior understanding . . . the negotiation arose after the two letters . . . had passed." But his lordship held that this distinction made no difference: *Hussey* v. *Horne-Payne* meant that if two letters standing alone would be evidence of sufficient contract, yet a negotiation for an "important" term of the purchase and sale carried on afterwards would be sufficient to show that the contract was not complete. This, one cannot help feeling, is a very liberal interpretation of the lords' decision: it would cover cases in which defendants sought to re-open bargains, provided, at all events, that the plaintiffs concerned were drawn into discussion.

The importance of the two authorities became manifest when *Bellamy* v. *Debenham* (1890), 45 Ch. D. 481, came up for trial. In this case the claim was by an intending vendor. The "earlier letters" undoubtedly showed complete agreement on a certain date, and then the plaintiff's solicitors sent a draft contract which, as North, J., found, "went far beyond anything which was authorised by that which had already taken place between the parties . . . it introduced a number of new terms which the vendor . . . had no more right to require the purchaser to consent to than he would have had to stipulate that the purchaser should consent to a doubling of the price." The defendant's solicitor, instead of rejecting this altogether, merely declined to accept "the special conditions" and returned the draft amended: the plaintiff's solicitors refused to "accept the alterations": and a wearisome exchange of observations as to what title ought to be accepted followed before negotiations were finally broken off.

North, J., said that he did not dissent from the *view* which Mr. Justice Kay had taken of the case (*Bristol, etc., Co.* v. *Maggs*) then before him: but that some of the remarks—including those I cited above—"if they meant as much as they might possibly mean, seem to me to go too far, and I should not be prepared to follow them . . . There will always be the question of fact to be decided, whether the written contract does in fact contain all the terms which *had at that time been agreed on* between the parties." But his lordship refused specific performance on the ground that the plaintiff had caused the difficulty and on the ground of delay.

In the result, one is left with the feeling that the *Bristol, etc., Co.* v. *Maggs* authority is not very satisfactory: to reconcile it with other cases one is driven to assume that Kay, J., thought that no complete agreement had ever been reached.

Our County Court Letter.

SALE OF NEWSAGENT'S BUSINESS.

In *Palfreyman* v. *Milnes*, recently heard at Chesterfield County Court, the claim was for £40 as the balance due on the sale of a newsagent's business. The counter-claim was for £100 as damages for fraudulent misrepresentation or for breach of warranty. The plaintiff's case was that, having advertised his business for sale, he met the defendant and took him over the "round" by car. The takings averaged £100 a week (of which £16 was over the counter and the rest in respect of deliveries) and the net profits were £20 a week. On this understanding, the defendant on the 4th May, 1938, signed a contract to buy the business for £1,300, of which half was to be paid forthwith and the balance by monthly instalments of £20. The lump sum was paid, but no instalments, and the amount claimed comprised the instalments due in June and July, 1938. It was admitted that a letter of the 15th February, 1938, from the plaintiff's business transfer-agent, contained the warranties alleged to have been broken. The onus was, therefore, upon the defendant to prove the breach and his case was that, on the 16th February, he interviewed the plaintiff, who stated that he kept no books to support the figures in question. The defendant therefore relied upon the oral warranty at the interview, in addition to the written representation of the plaintiff's agent. The business, however, was found not to be doing £100 a week, nor producing £20 profit, and since the 4th May, 1938, it had done nothing like that amount. The plaintiff's evidence was that he had made income tax returns on the amounts in question and, in the absence of books of his own, he relied upon figures supplied by his wholesalers. His Honour Judge Longson observed that the evidence of the state of the business since the 4th May was not conclusive as to what it was doing previously. The evidence was that at the material time the business was doing the turnover of £100 and showing the net profit of £20. The representation was, therefore, true and not fraudulent and judgment was accordingly given for the plaintiff on the claim and counter-claim with costs.

FISHMONGER'S LIABILITY TO PEDESTRIAN.

In a recent case at the Liverpool Court of Passage (*Forster* v. *Owens*) the claim was for damages for negligence. The plaintiff's case was that, owing to the mismanagement of the defendant's premises by his servant or agent, she had slipped on a piece of paper outside the defendant's shop. The date was the 27th August, 1938, when the pavement was in a greasy, wet condition. The paper, upon which the plaintiff slipped, was similar to that used for wrapping fish. The plaintiff had sustained a fracture of a bone in the foot and a sprained ankle. The defence was a denial of negligence, as the plaintiff had fallen near the edge of the pavement, which was clean, having been brushed only a few minutes before the accident. The plaintiff had picked herself up and walked away, returning a quarter of an hour later. The learned deputy judge, Mr. J. Fraser Harrison, gave judgment for the plaintiff for £49 10s. and costs.

LONGSHOREMEN'S DUTY TO PASSENGERS.

In a recent case at Torquay County Court (*Bruce* v. *Webb*) the claim was for damages for negligence, viz., £48 18s., comprising loss of wages £30, doctor's fee £2 2s., X-ray one guinea, miscellaneous 15s., and general damages £15. The plaintiff had been on holiday in September, 1938, and went for a trip up the Dart in the "Trevarno"—a motor boat owned by the defendant. While sitting in the bows of the boat, the plaintiff was struck by a raft, which slid along the deck by reason of a swell. The plaintiff and two others were flung off their seats into the bottom of the boat, and the plaintiff was away from work until November. The negligence alleged was: the failure to warn passengers against sitting in the bows in unsuitable weather, and the omission to lash the raft in a secure position. The defendant denied negligence, as lashings were not needed in the type of weather encountered on such trips, and the rafts were in such a position as to be available in case of emergency. In March, 1938, the boat was certified by the Board of Trade for the carriage of 134 passengers and a crew of four. The buoyant apparatus was secured in accordance with the regulations, and, if lashings were used, they would be so tightened by the sea that it would be impossible to loose them in an emergency. His Honour Judge Thesiger held that, although the defendant had made proper provision for the safety of passengers, the fastenings were insufficient to prevent the raft from slipping about the deck. Judgment was given for the plaintiff for the amount claimed, with costs, subject to a stay of execution for fourteen days. Compare another case, noted under the above title, at (1938), 82 Sol. J. 189.

Land and Estate Topics.

By J. A. MORAN.

THE volume of the business transacted at the London Auction Mart during the month reached substantial proportions. And as the properties on offer were mainly of an investment character, it is all the more gratifying that the number of lots sold far exceeded those that were withdrawn: the experience of the previous month was thus reversed, and the inference is that as the probability of war ceases to disturb people's minds, much brighter prospects for the real property market are emerging.

The trend of events in the chief centre is reflected in the business transacted in other leading marts all over the country, so that now when the summer season is close at hand, auctioneers may look forward to a busy time.

The housing of persons evacuated during war-time will not invalidate claims under insurance policies on private houses. This welcome assurance to policyholders is given in a statement just issued by the Fire Offices Committee and Accident Offices Association.

Uncertainties seem to be the order of the present day: but this does not apply to the College of Estate Management, which continues to be a tower of strength to those who wish to join one of the leading professional organisations. Its students in the Chartered Surveyors' Institution and the Auctioneers' Institute examinations, the results of which have just been published, came off, as usual, with flying colours.

When asked in Parliament if he was aware that a property association had formed a war risks mutual society which was already providing limited cover to property worth about £70,000,000, the Chancellor of the Exchequer said he was aware of the case mentioned, although he had no detailed information as to the society's operations. But surely he can have this by return of post, if he applies to Mr. Goldring, Secretary of The Property Owners' War Risks Mutual Society, at Spencer House, South Place, E.C.2. Probably he will learn that the property involved is worth £100,000,000.

The new president of the Auctioneers' and Estate Agents' Institute, Mr. Joseph Frederic Linney, of Manchester, has been a member of the council since March, 1928, and has been actively associated with the organisation during the whole of his professional career. He is now senior partner in the firm of W. H. Robinson & Co., which has been, for many years, concerned in most of the principal property transactions in Manchester and district.

More than a thousand acres of Sussex farm land and the well-known "White Hart" Hotel, Lewes, have been put up to auction, in lots; those that were not sold under the hammer are not likely to remain for long in the market. Although The Marquis of Abergavenny, the owner, is still a big landowner he was hard hit by having to meet the death duties occasioned by the deaths of two of his predecessors in less than twelve years. It is no longer the case that a Marquis of Abergavenny can ride from Eridge to Hove over land which he either owns or of which he is lord of the manor.

The sale by the University College and Hospital Athletic Ground Trustees of their sports ground, at Perivale, to the Ealing Borough and Middlesex County Council has been completed. The purchase price is said to be £75,000. The intention of the purchasers is to preserve the area acquired as an open space, and it will continue to be used as playing fields.

The Court of Appeal dismissed the appeal of the Rochdale Canal Company from the judgment of Mr. Justice Bennett granting to the corporation a declaration that the canal company was not entitled to supply water for L.M.S. locomotives within the corporation's water area. The judge held that the word "works" in the section of the Act empowering the canal company to supply water to "mills or works" within 100 yards of the canal, was not apt to describe the permanent way of a railway company, nor could the means by which the water was supplied be called a waterworks. This was upheld by the Master of the Rolls, with whom were Lords Justices Finlay and Luxmoore, and the appeal was dismissed with costs.

Reviews.

The Law of Hire and Hire Purchase, including Credit Sale. By A. A. PEREIRA, M.A., of the Inner Temple and South Eastern Circuit, Barrister-at-Law. Second Edition, 1939. Demy 8vo. pp. lxxvi and (with Index) 404. London: Butterworth & Co. (Publishers), Ltd. 21s. net.

The first edition of this work appeared in 1932, and the present edition brings it up to date by incorporating the decisions reported since 1932, the Hire Purchase Act, 1938, and the County Court (No. 3) Rules, 1938, containing the rules relating to particulars of claim for the recovery of goods let under hire-purchase agreements, applications under ss. 12 (3) and 13 of the Hire Purchase Act, 1938, and forms of judgment under ss. 12 (4) and 13. The book will be useful to both practitioners and laymen owing to the clear and accurate way in which the author has handled his material. *Owen and Smith* v. *Reo Motors (Britain), Ltd.* (1934), 151 L.T. 274, is in many respects an important decision, and it is difficult to see on what grounds it has been omitted. It is useful for its clear description by Scrutton, L.J., of the method of financing hire-purchase transactions by means of display agreements between manufacturer and dealer, and also because it is a modern authority for the proposition that punitive damages will be awarded in respect of a high-handed trespass to goods. The format of the book has been altered and improved, and two new precedents, one of a hire-purchase agreement under the new Act, and one of a credit-sale agreement, have been added. It is interesting to observe that the first edition was based upon the general scheme of the work of J. D. Cassels, Esq., K.C. (now Mr. Justice Cassels), and the present edition retains several portions of that book. This edition maintains the high standard of the earlier work.

Odgers' Principles of Pleading and Practice in Civil Actions in the High Court of Justice. Twelfth Edition, 1939. By W. BLAKE ODGERS, K.C., M.A., of the Middle Temple, and the Western Circuit, Recorder of Southampton, and B. A. HARWOOD, B.A., of the Inner Temple and the Western Circuit. Demy 8vo. pp. lxiv and (with Index) 567. London: Stevens & Sons, Ltd. £1 net.

This book will probably reach its jubilee during the currency of the present edition—a circumstance which is a tribute to its continued popularity as a standard work. Since the issue of the previous edition (in 1934) the New Procedure has been abolished, and changes have been caused by the Law Reform Acts and the Evidence Act, 1938. The whole book has therefore been revised, and the chapter on appeals has been rewritten.

Books Received.

Encyclopædia of the Laws of England. Third Edition. 1939. Editor-in-Chief, Sir ERNEST ARTHUR JELF, Senior Master of the Supreme Court and King's Remembrancer. Vol 4, Corporation Profits Tax to Diseases of Animals. Royal 8vo. pp. x and 896. London: Sweet & Maxwell, Ltd. Edinburgh: W. Green & Son, Ltd. London, Liverpool, Birmingham, Manchester and Glasgow: The Solicitors' Law Stationery Society, Ltd. 50s. net.

The Bell Yard. The Journal of The Law Society's School of Law. No. XXII. May, 1939. Edited by D. H. MCMULLEN, M.A., R. L. G. WOOD and J. D. COUSIN. London: The Solicitors' Law Stationery Society, Ltd. Price 2s.

Stock Exchanges Ten-Year Record. 1929 to 1938, inclusive. Thirty-first issue. 1939. Imperial 8vo. pp. 590. London: Fredc. C. Mathieson & Sons. Price 20s.

To-day and Yesterday.

LEGAL CALENDAR.

22 MAY.—In May, 1750, the history of the Old Bailey was darkened by the Black Sessions when the deadly contagion of gaol fever swept the court. On the 22nd May a messenger from Lord Chief Justice Lee attended the Court of Aldermen to acquaint them with the necessity for some new regulations at Newgate as it was dangerous for persons to attend the sessions. The messenger brought a list of those who had perished—Sir Samuel Pennant, the Lord Mayor, Mr. Justice Abney, Mr. Baron Clarke, Sir Daniel Lambert, Alderman, Mr. Sharpless, Clerk of the Papers, together with barristers, jurymen, officers of the court, justices of the peace and others to the number of over twenty.

23 MAY.—On the 23rd May, 1533, Archbishop Cranmer pronounced the fateful sentence of nullity of Catherine of Aragon's marriage to Henry VIII.

24 MAY.—On the 24th May, 1882, Sir John Holker died at his London house in Devonshire Street, five days after his resignation from the Court of Appeal and four months after his appointment. Already when he became a Lord Justice this sturdy Yorkshireman was a dying man, for six years as a Law Officer in Disraeli's ministry had worn out his constitution beyond hope of real recuperation. His judicial promotion he owed to Gladstone, and in his few months on the Bench he displayed great powers.

25 MAY.—On the 25th May, 1895, final ruin came to Oscar Wilde with his conviction at the Old Bailey and his sentence of two years' imprisonment. There were cries of "Shame!" from some persons in court both when the jury announced their verdict and after the judge had finished his address to the prisoner on the enormity of his offence. Bankruptcy followed his condemnation, and during the few years that he survived his release he lived abroad supported by an annuity provided by his friends. In 1900 the wit whose genius had once dazzled London died, worn out at the age of forty-three.

26 MAY.—In these days of refugee problems it is interesting to recall a curious statute which received the Royal Assent on the 26th May, 1749. It was called "An Act for Encouraging the People known by the Name of Unitas Fratrum or United Brethren to Settle in His Majesty's Colonies in America." These were the Moravians, who, finding themselves persecuted or hampered in Central Europe went to America to seek a broader field of religious freedom, and there they still remain to the number of 25,000 identifiable, picturesquely garbed and exceedingly prosperous.

27 MAY.—On the 27th May, 1661, Archibald Campbell, Marquis of Argyll, the ambitious and enigmatic schemer who had played so important a part against the Royalists in the Civil War and had been so largely responsible for the death of the noble Montrose, was beheaded at the Cross of Edinburgh. He had behaved cheerfully at his last meal with his friends and on the scaffold he surprised those who believed him a coward by his dignified composure. His inveterate enemies ascribed his calm to the assistance of the Devil, but his solemn and temperate speech turned the hatred of most into commiseration. His physician noted that his pulse beat "at the usual rate, clear and strong."

28 MAY.—On the 28th May, 1707, James Ogilvy, Earl of Seafield, was appointed Chief Baron of the Exchequer in Scotland. He had formerly been Lord Chancellor, but a doubt as to the validity of that office after the union of the two kingdoms made it advisable to give him the other judicial rank. He had rendered great services in connection with the measure which made England and Scotland one.

THE WEEK'S PERSONALITY.

For six years Henry VIII dragged the unfortunate Catherine of Aragon through a succession of legal farces before he finally dislodged her from his life. First there was the tentative suit before Wolsey as legate in which the King was collusively summoned to defend himself against the charge of living with his late brother's wife. After that was dropped came the historic trial before Wolsey and his brother cardinal Campeggio sitting in London under the Pope's commission. Before the court she steadfastly defended herself in that wonderful speech nobly translated by Shakespeare into verse and won from her husband the tribute that she was "as true, as obedient, as comfortable a wife as I could in my phantasy wish or desire. She hath all the virtues and qualities that ought to be in a woman of her dignity or in any other of baser estate." The cause was revoked to Rome and ended inconclusively. It fell finally to Archbishop Cranmer to incur the shame of declaring null this marriage of more than twenty years' standing. Catherine died two and half years later. She was described as "rather ugly than otherwise; of low stature and rather stout; very good and very religious; speaks Spanish, French, Flemish, English; more beloved by the islanders than any queen that has ever reigned."

"WITHIN THE MEANING OF THE ACT."

The Reading magistrates lately considered whether or not they could convict a motorist under an Act of 1826, which declared that no stage coach, diligence, chaise or other carriage should be allowed to remain longer than for the taking up or setting down of any passenger. They decided that they could not, although the centenarian statute had for some time been rather creakily pursuing persons guilty of unauthorised parking. It does not appear from the report I saw whether they invoked the *ejusdem generis* rule, that handy tool whereby a good-sized hole was knocked in the comprehensive terms of that sturdy survivor of good King Charles's glorious days, the Sunday Observance Act, 1677, which enacted that: "No tradesman, artificer, workman, labourer and other person whatsoever shall do or exercise any worldly labour, business or work of their ordinary callings upon the Lord's Day." That seemed explicit enough, but judicial interpretation, with the aid of *ejusdem generis*, made a breach in it through which there poured a select company of lawyers, farmers, doctors, stage-coach drivers and barbers, all exempted from the scope of its terms.

FORGOTTEN STATUTES.

The statutes creating these offences are mere youngsters compared with two survivors of the thirteenth century, somnolent, but undoubtedly alive, the one declaring that "if any serjeant, pleader, or other do any manner of deceit or collusion in the King's court to beguile the court or a party he shall be imprisoned for a year and a day," and the other declaring that "he that carrieth a nun from her house, although she consent, shall be punished by three years' imprisonment." But much later statutes than that have managed to find their way to the lumber-room without being specifically discarded. I have never heard of a modern prosecution under that Act of George II, which discouraged profane swearing by a nicely graded table of fines exacting from day-labourers, common soldiers and common seamen one shilling, from every other person under the degree of a gentleman, two shillings, and from every person of and above the degree of a gentleman, five shillings.

The Home Secretary has appointed Sir Harold S. Morris, K.C., to hold an inquiry into the hours of juveniles under sixteen in the bleaching, dyeing, printing, and finishing industry. Under the Factories Act, 1937, the hours of boys and girls under sixteen will be reduced from forty-eight to forty-four a week after 1st July next, but the Home Secretary may increase the figure to some other figure not exceeding forty-eight. The inquiry will be opened on 13th June at Manchester.

COUNTY COURT CALENDAR FOR JUNE, 1939.

Circuit 1—Northumberland, etc.
His Hon. Judge Richardson
Alnwick,
Berwick-on-Tweed,
Blyth, 9
Consett, 22
Gateshead, 6
Hexham,
Morpeth,
†*Newcastle-upon-Tyne, 5 (B.), 6 (R.B.), 7, 16 (J.S.), 28 (R.B.)
(*R. every Thursday*)
North Shields, 12
Seaham Harbour, 19
South Shields, 14, 15
Sunderland, 1 (R.B.), 20, 23

Circuit 2—Durham, etc.
His Hon. Judge Gamon
Barnard Castle,
Bishop Auckland, 27
Darlington, 14
*Durham, 13, 26
Guisborough, 22
Leyburn, 28
†*Middlesbrough, 7 (J.S.), 9, 21
Northallerton, 29
Richmond, 15
†*Stockton-on-Tees, 6, 20
Thirsk,
West Hartlepool, 8

Circuit 3—Cumberland, etc.
His Hon. Judge Allsebrook
Alston,
Appleby, 24
†*Barrow-in-Furness, 7, 8
Brampton, 22
*Carlisle, 7 (R.), 21
Cockermouth, 2
Haltwhistle, 17
*Kendal, 13
Keswick, 8 (R.)
Kirkby Lonsdale, 10
Millom,
Penrith, 23
Ulverston, 6
†*Whitehaven, 14
Wigton, 16
Windermere, 9
*Workington, 15

Circuit 4—Lancashire.
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 15
†*Blackburn, 5, 7 (R.B.), 12, 19 (J.S.)
†*Blackpool, 7, 9 (R.B.), 14, 16 (J.S.), 21
*Chorley, 22
Clitheroe, 13 (R.)
Darwen, 16 (R.)
Lancaster, 9
†*Preston, 6, 13, 20 (J.S.), 23 (R.B.)

Circuit 5—Lancashire.
His Hon. Judge Crosthwaite
†*Bolton, 13 (J.S.), 21, 28
Bury, 19, 26 (J.S.)
*Oldham, 15 (J.S.), 22, 29
*Rochdale, 16 (J.S.), 30
*Salford, 12, 14 (J.S.), 20 (J.S.), 23, 27 (J.S.)

Circuit 6—Lancashire.
His Hon. Judge Dowdall, K.C.
His Hon. Judge Procter
†*Liverpool, 5, 12, 13, 14, 15, 16 (B.), 19, 20, 21, 22, 23 (B.), 26, 28, 29, 30
St. Helens, 7, 21
Southport, 6, 20, 27
Widnes, 23
*Wigan, 8, 22

Circuit 7—Cheshire, etc.
His Hon. Judge Richards
Altrincham, 7, 28
*Birkenhead, 7 (R.), 12, 14, 15 (R.), 19, 20, 22 (R.), 28 (R.)
Chester, 6, 20 (R.), 27
*Crewe, 16
Market Drayton, 30
Nantwich,
*Northwich, 15
Runcorn, 13
*Warrington, 8, 22 (R.)

Circuit 8—Lancashire.
His Hon. Judge Leigh
Leigh, 9 (R.), 30
†*Manchester, 19, 20, 21, 22, 23 (B.), 26, 27, 28, 29

Circuit 10—Lancashire, etc.
His Hon. Judge Burgis
*Ashton-under-Lyne, 26 (R.B.), 30
*Burnley, 19 (R.B.), 22, 23
Colne,
Congleton, 16
Hyde, 14
*Macclesfield, 13 (R.B.)
Nelson, 21
Rawtenstall, 4
Stalybridge, 8
*Stockport, 6, 13, 27, 28, 30 (R.B.)
Todmorden, 20

Circuit 12—Yorkshire.
His Hon. Judge Frankland
*Bradford, 6 (R.B.), 9 (J.S.), 14, 21 (R.B.), 29, 30
Dewsbury, 1 (R.B.), 13
*Halifax, 15, 16 (J.S.) (R.B.)
*Huddersfield, 6, 7 (J.S.) (R.B.)
Keighley, 22
Otley, 21
Skipton, 23
Wakefield, 15 (R.B.), 20, 27 (R.)

Circuit 13—Yorkshire, etc.
His Hon. Judge Essenhigh
*Barnsley, 14, 15, 16
Glossop, 21 (R.)
Pontefract, 19, 20, 21 (J.S.)
Rotherham, 6, 7
*Sheffield, 8, 13 (J.S.), 16 (R.), 22, 23, 27 (J.S.), 28, 29, 30

Circuit 14—Yorkshire.
His Hon. Judge Stewart
Easingwold,
Harrogate, 2 (R.), 9, 16 (R.), 23, 30 (R.B.)
Helmsley, 13
Leeds, 6 (R.B.), 7 (R.), 9 (R.), 14, 15 (J.S.), 16 (R.), 21, 22 (J.S.), 23 (R.), 27 (R.B.), 28, 29 (J.S.), 30 (R.)
Ripon,
Tadcaster,
York, 6, 20

Circuit 16—Yorkshire.
His Hon. Judge Sir Reginald Banks, K.C.
Beverley, 8 (R.), 9
Bridlington, 5
Goole, 20
Great Driffield,
†*Kingston-upon-Hull, 12 (R.), 13 (R.), 14, 15, 16 (J.S.), 19 (R.B.), 26 (R.)
New Malton,
Pocklington, 1
*Scarborough, 6, 7, 13 (R.B.)
Selby, 2
Thorne, 22
Whitby,

Circuit 17—Lincolnshire.
His Hon. Judge Langman
Barton-on-Humber,
†*Boston, 8 (R.), 15, 22 (R.B.)
Brigg,
Caistor,
Gainsborough, 16, 23 (R.)
Grantham, 23
†*Great Grimsby, 5, 6, 7 (J.S.), 8 (R.B.), 21 (J.S.), 22
(*R. every Wednesday*)
Holbeach, 29
Horncastle, 15 (R.)
*Lincoln, 8 (R.B.), 12
*Louth, 20
Market Rasen, 19, 28 (R.)
Scunthorpe, 19 (R.), 26
Skegness, 16 (R.)
Sleaford, 13
Spalding, 28 (R.)
Spilsby, 14

Circuit 18—Nottinghamshire, etc.
His Hon. Judge Hildyard, K.C.
Doncaster, 7, 8, 9, 26
East Retford, 27 (R.)
Mansfield, 19, 20
Newark, 20 (R.)
*Nottingham, 1 (R.B.), 14, 15 (J.S.), 16, 21, 22, 23 (B.)
Worksop, 6, 20 (R.)

Circuit 19—Derbyshire, etc.
His Hon. Judge Longson
Alfreton, 6
Ashbourne, 13
Bakewell,
Burton-upon-Trent, 14 (R.B.)
Buxton, 12
*Chesterfield, 9, 16
*Derby, 7, 20 (R.B.), 21, 22 (J.S.)
Ilkeston, 20
Long Eaton,
Matlock, 5
New Mills,
Wirksworth,

Circuit 20—Leicestershire, etc.
His Hon. Judge Galbraith, K.C.
Ashby-de-la-Zouch, 22
*Bedford, 20 (R.B.), 28
Bourne, 28 (R.)
Hinckley, 19 (R.)
Kettering, 27
*Leicester, 9 (R.B.), 12, 13, 14, (J.S.), (B.), 15 (B.), 16
Loughborough, 20
Market Harborough, 21
Melton Mowbray, 9, 26
Oakham, 23
Stamford, 19
Wellingborough, 29

Circuit 21—Warwickshire.
His Hon. Judge Dale
His Hon. Judge Ruegg, K.C. (Add.)
*Birmingham, 12, 13 (B.), 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30

Circuit 22—Herefordshire, etc.
His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 19
Bromyard, 14
Evesham, 21
Great Malvern, 5
Hay,
*Hereford, 13, 20
*Kidderminster, 6
Kington,
Ledbury, 7
*Leominster, 12
*Stourbridge, 8, 9
Tenbury, 22
*Worcester, 15, 16

Circuit 23—Northamptonshire.
His Hon. Judge Hurst
Atherston, 14
Bletchley, 12
*Coventry, 14 (R.B.), 19, 20
Daventry,
Leighton Buzzard, 8
*Northampton, 2 (R.B.), 5, 6, 13 (R.), 26, 27
Nuneaton, 16
Rugby, 15, 22 (R.)

Circuit 24—Monmouthshire, etc.
His Hon. Judge Thomas
Abergavenny, 29
Abertillery, 13
Bargoed, 14
Barry, 8
†*Cardiff, 5, 6, 7, 10
Chepstow, 28
Monmouth, 27
†*Newport, 20, 22
Pontypool and Blaenavon, 21
*Tredegar, 15

Circuit 25—Staffordshire, etc.
His Hon. Judge Tebbs
*Dudley, 6, 13 (J.S.), 27
*Walsall, 8, 15 (J.S.), 22, 29 (J.S.)
*West Bromwich, 7 (J.S.), 14, 21 (J.S.), 28
*Wolverhampton, 12 (J.S.), 16, 23 (J.S.), 30

Circuit 26—Staffordshire, etc.
His Hon. Judge Ruegg, K.C.
Burslem,
*Hanley, 8 (R.), 22, 23
Leek, 12
Lichfield, 14
Newcastle-under-Lyme, 13
*Stafford, 16
*Stoke-on-Trent, 7
Stone, 5
Tamworth, 15
Uttoxeter,

Circuit 27—Middlesex.
His Hon. Judge Tudor Rees
Whitechapel, 9, 15, 16, 22, 23, 29, 30

Circuit 28—Shropshire, etc.
His Hon. Judge Samuel, K.C.
Brecon,
Bridgnorth,
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin, 16
Llanidloes, 7
Ludlow, 12
Machynlleth, 9
Madeley, 15
*Newtown, 8
Oswestry, 13
Presteign,
*Shrewsbury, 19, 22
Wellington, 20
Welshpool, 14
Whitchurch, 21

Circuit 29—Caernarvonshire, etc.
His Hon. Judge Sir Artemus Jones, K.C.
Bala, 13
†*Bangor, 19
Blaenau Festiniog,
*Caernarvon, 21
Colwyn Bay,
Conway, 22
Corwen, 13
Denbigh, 16
Dolgelly, 14
Flint, 14 (R.)
Holyhead,
Holywell, 12
Llandudno,
Llangefni,
Llanrwst, 17
Menai Bridge, 20
Mold, 16 (R.)
*Portmadoc,
Pwllheli, 9 (R.)
Rhyl, 23
Ruthin,
*Wrexham, 26, 27

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 6
Bridgend, 27, 28, 29, 30
Caerphilly, 29 (R.)
*Merthyr Tydfil, 8, 9
*Mountain Ash, 7
Neath, 20, 21, 22
*Pontypridd, 14, 15, 16
Port Talbot, 23
*Porth, 12
*Ystradyfodwg, 13

Circuit 31—Carmarthenshire, etc.
HIS HON. JUDGE DAVIES
Aberayron,
†*Aberystwyth, 1
Ammanford, 19
Cardigan,
†*Carmarthen, 15
†*Haverfordwest, 14
Lampeter, 3
Llandilofawr,
Llandovery,
Llanelly, 2, 16, 30
Narberth, 13
Newcastle-in-Emlyn,
Pembroke Dock, 12
*Swansea, 5, 6, 7, 8, 9, 10

Circuit 32—Norfolk, etc.
HIS HON. JUDGE ROWLANDS
Beccles, 5
Bungay,
Diss,
Downham Market,
East Dereham, 7
Eye, 6
Fakenham, 13
†*Great Yarmouth, 22, 23
Harleston, 12
Holt, 8
†*King's Lynn, 15, 16
†Lowestoft, 2
North Walsham, 14
*Norwich, 19, 20, 21
Swaffham,
Thetford,
Wymondham,

Circuit 33—Essex, etc.
HIS HON. JUDGE HILDESLEY, K.C.
Braintree,
*Bury St. Edmunds, 13
*Chelmsford, 12
Clacton, 27
Colchester, 21, 22
Felixstowe,
Halesworth,
Halstead, 2
Harwich, 16
†*Ipswich, 7 (B.), 14, 15
Maldon,
Saxmundham, 6
Stowmarket, 23
Sudbury,
Woodbridge, 28

Circuit 34—Middlesex.
HIS HON. JUDGE DUMAS
HIS HON. JUDGE TUDOR REES (Add.)
Uxbridge, 13, 20, 27

Circuit 35—Cambridgeshire, etc.
HIS HON. JUDGE CAMPBELL
Biggleswade, 13
Bishops Stortford, 21
*Cambridge, 7 (R.), 14 (J.S.) (B.), 15, 20 (R.B.)
Ely, 16
Hitchin, 5
Huntingdon, 2 (R.)
*Luton, 1 (J.S.), (B), 2, 16 (R.B.)
March,
Newmarket, 22
Oundle, 12
*Peterborough, 2 (R.), 6, 7
Royston,
Saffron Waldon,
Thrapston,
Wisbech, 2 (R.), 20

Circuit 36—Berkshire, etc.
HIS HON. JUDGE COTES-PREEDY, K.C.
*Aylesbury, 14, 30 (R.B.)
Banbury, 14 (R.B.), 21
Buckingham, 27 (R.)
Chipping Norton, 13 (R.)
Henley-on-Thames, 23 (R.)
High Wycombe, 8
*Oxford, 12, 19 (R.B.)
*Reading, 1 (R.B.), 15, 16
Shipston-on-Stour, 7 (R.)
Thame,
Wallingford, 5
Wantage, 20
*Windsor, 6, 13, 19
Witney,

Circuit 37—Middlesex, etc.
HIS HON. JUDGE HARGREAVES
Chesham, 13
*St. Albans, 27
West London, 5, 6, 7, 8, 9, 12, 14, 15, 16, 26, 28, 29, 30

Circuit 38—Middlesex, etc.
HIS HON. JUDGE HANCOCK
Barnet, 6, 20
*Edmonton, 8, 13, 15, 16, 22, 23, 27, 29
*Hertford, 4
Waltham Abbey, 30
Watford, 14, 21, 28

Circuit 39—Middlesex.
HIS HON. JUDGE LILLEY
Shoreditch, 1, 2, 6, 9, 13, 15, 16, 20, 22, 23, 27, 29, 30

Circuit 40—Middlesex.
HIS HON. JUDGE THOMPSON, K.C.
HIS HON. JUDGE DRUCQUER (Add.)
HIS HON. JUDGE TUDOR REES (Add.)
Bow, 6, 7, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30

Circuit 41—Middlesex.
HIS HON. JUDGE EARENGEY, K.C.
HIS HON. JUDGE DAVID DAVIES, K.C. (Add.)
Clerkenwell, 1, 2, 5, 6 (J.S.), 7, 9, 12, 13 (J.S.), 14, 15, 16, 19, 20 (J.S.), 21, 22, 23, 26, 27 (J.S.), 28, 29, 30

Circuit 42—Middlesex.
HIS HON. JUDGE SIR HILL KELLY
Bloomsbury, 6, 7, 9 (J.S.), 12, 13, 14, 15, 16 (J.S.), 19, 20, 21, 22, 23 (J.S.), 26, 27, 28, 29, 30 (J.S.)

Circuit 43—Middlesex.
HIS HON. JUDGE DRYSDALE WOODCOCK, K.C.
HIS HON. JUDGE DRUCQUER (Add.)
Marylebone, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28

Circuit 44—Middlesex.
HIS HON. JUDGE SIR MORDAUNT SNAGGE
HIS HON. JUDGE DUMAS (Add.)
Westminster, *Daily (except Saturdays) from 12th.*

Circuit 45—Surrey.
HIS HON. JUDGE HAYDON, K.C.
HIS HON. JUDGE HURST (Add.)
*Kingston, 2, 6, 13, 16, 20, 23, 27, 30
*Wandsworth, 5, 7, 8, 12, 14, 15, 19, 21, 22, 26, 28, 29

Circuit 46—Middlesex.
HIS HON. JUDGE DRUCQUER
*Brentford, 15, 19, 22, 26, 29
Willesden, 13, 14, 16, 20, 21, 23, 27, 28, 30

Circuit 47—Kent, etc.
HIS HON. JUDGE WELLS
HIS HON. JUDGE HURST (Add.)
*Greenwich, 7, 9, 16, 21, 23, 30
Southwark, 8, 12, 13, 15, 19, 20, 22, 26, 27, 29
Woolwich, 14, 28

Circuit 48—Surrey, etc.
HIS HON. JUDGE KONSTAM, C.B.E., K.C.
Dorking,
Epsom, 7, 13, 21, 28
*Guildford, 8, 22
Horsham,
Lambeth, 9, 12, 15, 16, 19, 20, 23, 26, 27, 29, 30
Redhill, 14

Circuit 49—Kent.
HIS HON. JUDGE CLEMENTS
Ashford, 15
*Canterbury, 20
Cranbrook, 26
Deal, 23
*Dover, 21
Faversham, 19
Folkestone, 13
Hythe,
*Maidstone, 12
Margate, 22
†Ramsgate, 14
†*Rochester, 28, 29
Sheerness,
Sittingbourne, 27
Tenterden,

Circuit 50—Sussex.
HIS HON. JUDGE AUSTIN JONES
HIS HON. JUDGE ARCHER, K.C. (Add.)
Arundel,
Brighton, 8, 9, 15, 16 (J.S.), 22, 23, 29, 30.
†*Chichester, 21
*Eastbourne, 14, 28
*Hastings, 13, 27
Haywards Heath,
*Lewes, 19
Petworth,
Worthing, 12, 20

Circuit 51—Hampshire, etc.
HIS HON. JUDGE TOPHAM, K.C.
Aldershot, 16, 17
Basingstoke, 5
Bishops Waltham, 26
Farnham, 23
*Newport, 4
Petersfield, 19
†*Portsmouth, 1, 5 (B.), 8, 15, 22
Romsey, 2
Ryde,
†*Southampton, 6, 13, 20, 21 (B.), 27
*Winchester, 14

Circuit 52—Wiltshire, etc.
HIS HON. JUDGE JENKINS, K.C.
*Bath, 8 (B.), 15 (B.)
Calne, 10
Chippenham, 6
Devizes, 12
*Frome, 13 (B.)
Hungerford,
Malmesbury, 15 (R.)
Marlborough, 20
Melksham,
*Newbury, 14 (B.)
*Swindon, 7, 21 (B.)
Trowbridge, 9
Warminster, 5
Wincanton, 16

Circuit 53—Gloucestershire, etc.
HIS HON. JUDGE KENNEDY, K.C.
Alcester,
*Cheltenham, 6, 7 (J.S.), 20
Cirencester, 15
Dursley,
†*Gloucester, 9, 19
Newent, 12
Newnham, 8
Northleach, 17
Redditch, 16
Ross,
Stow-on-the-Wold,
Stratford-on-Avon, 22
Stroud, 13
Tewkesbury,
Thornbury,
Warwick, 23
Winchcombe, 14

Circuit 54—Somersetshire, etc.
HIS HON. JUDGE WETHERED
†*Bridgwater, 16
†*Bristol, 2 (B.), 5 (J.S.), 6, 7, 8, 12, (J.S.), 13, 19 (J.S.), 21, 22, 23 (B.)
Minehead, 20 (R.)
*Wells, 20
Weston-super-Mare, 14, 15

Circuit 55—Dorsetshire, etc.
HIS HON. JUDGE CAVE, K.C.
Andover, 21
Blandford, 19 (R.)
*Bournemouth, 9 (J.S.), 12, 13 (R.), 29 (R.)
Bridport, 27
Crewkerne, 13 (R.)
*Dorchester, 2
Lymington, 15
†Poole, 14, 21 (R.)
Ringwood, 22
*Salisbury, 1
Shaftesbury, 5
Swanage, 16
*Weymouth, 6
Wimborne, 20
*Yeovil, 8

Circuit 56—Kent, etc.
HIS HON. JUDGE SIR GERALD HURST, K.C.
Bromley, 20, 21
*Croydon, 12, 13, 14, 23, 26, 27, 28
Dartford, 16, 29
East Grinstead,
Gravesend, 19
Sevenoaks,
Tonbridge, 15
Tunbridge Wells, 22

Circuit 57—Devonshire. etc.
HIS HON. JUDGE THESIGER
Axminster, 19
†*Barnstaple, 27
Bideford, 28
Chard, 20
†*Exeter, 15, 16
Honiton,
Langport, 23 (R.)
Newton Abbot, 22
Okehampton,
South Molton, 29
Taunton, 12
Tiverton, 21
*Torquay, 13, 14
Torrington,
Totnes, 23
Wellington, 21 (R.), 26

Circuit 58—Essex.
HIS HON. JUDGE DAVID DAVIES, K.C.
Brentwood, 16 (R.)
Grays Thurrock, 27 (R.)
Ilford, 5 (R.), 6, 13 (R.), 14, 16, 20 (R.), 21, 26 (R.)
*Southend, 7 (R.), 21 (R.B.), 28, 29 (R.), 30

Circuit 59—Cornwall, etc.
HIS HON. JUDGE LIAS
Bodmin, 22
Camelford, 21
Falmouth, 13
Helston,
Holsworthy, 20
Kingsbridge, 9
Launceston,
Liskeard, 15 (R.)
Newquay, 12
Penzance, 14
†*Plymouth, 6, 7, 8
Redruth, 15
St. Austell, 19 (R.)
Tavistock, 19
†*Truro, 16

†The Mayor's and City of London Court.
HIS HON. JUDGE DODSON
HIS HON. JUDGE WHITELEY, K.C.
HIS HON. JUDGE THOMAS
HIS HON. JUDGE BEAZLEY
Guildhall, 5, 6, 7 (A.), 8, 12, 13, 14 (A.), 15, 16 (J.S.), 19, 20, 21, 22, 23 (J.S.), 26, 27, 28 (A.), 29, 30 (J.S.)

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

Notes of Cases.

Court of Appeal.

Marks *v.* Wilson-Boyd.

Scott, Clauson and Goddard, L.JJ.
1st May, 1939.

LIBEL AND SLANDER—LIBEL—JUSTIFICATION PLEADED—PLEA NOT EXTENDING TO INNUENDO—TERMS OF ALLEGED LIBEL SPECIFIC—APPLICATION FOR PARTICULARS OF JUSTIFICATION.

Appeal from Hallett, J.

In an action for libel the defendants pleaded (*inter alia*) justification of the statements complained of. They expressly stated that they justified them only in their ordinary meaning, and did not justify the meanings put on them by the plaintiffs in their innuendo. Hallett, J., directed them to give full particulars of the facts and matters which they relied on in support of the plea of justification.

GODDARD, L.J., delivering the court's judgment allowing the defendants' appeal, said that there was no absolute rule of practice that whenever a plea of justification was raised in common form that "the words are true in substance and in fact," an order for particulars should be made in a general form. In most cases, this bald form should be supplemented by particulars but each case must depend on its own facts. If the words alleged were so precise that the plaintiff must know the nature of the charge, no particulars were needed, e.g., if the words were: "The plaintiff is a thief because he stole my watch from my house last Monday." But if the words were: "The plaintiff is a thief" he would be entitled to know the facts relied on. Here the words were *primâ facie* so specific that this order should not have been made. Had the defendants justified the innuendo, different considerations would have arisen. The words in their natural meaning being specific if the plaintiffs wanted any further particulars it was for them to say what they required and it could then be determined if they were entitled to them. When any defendant refused to give particulars on the ground that the charges were specific, it must be considered whether they were in fact sufficiently specific.

COUNSEL: *Gerald Slade; Hon. Hubert Parker; Sir William Jowitt*, K.C., and *V. Holmes*.

SOLICITORS: *Francis Redfern; Slaughter & May; Clifford-Turner & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Vernon *v.* Findlay and Another.

Scott, Clauson and Goddard, L.JJ. 1st May, 1939.

MASTER AND SERVANT—CONTRACT—ENGAGEMENT OF EMPLOYER FOR UNSPECIFIED PERIOD—WHETHER YEARLY HIRING—CONTRACT NOT IN WRITING—WHETHER ENFORCEABLE.

Appeal from Lewis, J. (82 SOL. J. 951).

On the 1st December, 1936, the defendants Findlay and Vaughan engaged the plaintiff as sales manager for a company to be formed to market typewriters. He was to begin work on the 1st January, 1937, and was to receive £350 a year as salary in addition to expenses and commission. He gave up his old employment, but no company was ever formed. In this action he claimed a sum composed of commission and salary at the rate of £350 a year from the 1st January, 1937, to the 16th April, 1937. Findlay, in his pleading, relied on s. 4 of the Statute of Frauds. At the hearing Vaughan obtained leave to amend his defence by adding a similar plea, but Lewis, J., mulcted him in costs. Lewis, J., held that the Statute of Frauds was a good defence to the action.

SCOTT, L.J., allowing the plaintiff's appeal, said that the contract was not within the statute. The contract was that the defendants agreed that if the plaintiff would terminate his then employment they would form a new company and procure his appointment as its sales manager at £350 a year, with commission and expenses, as from the 1st January, 1937. The defendants pleaded that the contract could not be performed within one year and that the statute applied. The answer was that the contract in terms was to be wholly performed within a year. There must be a new trial. Vaughan had cross-appealed against being deprived of his costs, but that was wholly within the judge's discretion. Leave to appeal had not been asked and so the Supreme Court of Judicature Act, 1925, s. 31 (1) (*h*), was not satisfied. The cross-appeal must be dismissed.

CLAUSON and GODDARD, L.JJ., agreed.

COUNSEL: *Eddy*, K.C., *B. O'Malley* and *A. Kisch; Field*, K.C., and *C. W. Bennett; Gallop*.

SOLICITORS: *Scott Duckers & Co.; Gamlen, Bowerman & Forward; Forsyte, Kerman & Phillips*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Triplex Safety Glass Co. Ltd. *v.* Lancegaye Safety Glass (1934) Ltd.

Greene, M.R., Finlay and du Parcq, L.JJ.
2nd May, 1939.

PRACTICE—INTERROGATORIES—LIBEL ACTION AGAINST COMPANY AND DIRECTOR—REFUSAL TO ANSWER INTERROGATORIES—BELIEF THAT ANSWERS WOULD TEND TO CRIMINATE THEM.

Appeal from Greaves-Lord, J.

The plaintiff company brought an action against the defendant company and one Liverman, its chairman and a director, in respect of alleged libels and slanders published between January and July, 1938. The words complained of, alleged to be contained in a circular sent to the shareholders of the defendant company and to have been spoken at a general meeting of the shareholders, concerned the conduct of the plaintiff company and two of their employees in connection with an application for a patent opposed by a subsidiary of the defendant company, the companies being engaged in the manufacture of safety glass. It was alleged that the words meant that the plaintiffs and their employees had obtained inspection of the factory and methods of the subsidiary company under a pretext which was not genuine and had made wrongful and fraudulent use of the information obtained. Interrogatories were administered to the defendant company and the defendant Liverman to obtain admissions that they published the libels and that the defendant Liverman spoke the words complained of. Both defendants declined to answer on the ground that they believed the answers would tend to criminate them. Greaves-Lord, J., reversing the master's decision, ordered them to answer.

DU PARCQ, L.J., delivering the court's judgment allowing the defendants' appeal, said that "a party cannot be compelled to discover that which, if answered, would tend to subject him to any punishment, penalty, forfeiture or ecclesiastical censure": *Redfern* v. *Redfern* [1891] P., at p. 147. But the court could insist on an answer where it was not made to appear "that there is reasonable ground to apprehend danger to the witness from his being compelled to answer": *R.* v. *Boyes*, 1 B. & S., at p. 330. Here it was said that there was no reasonable ground to apprehend danger to the defendants, that the libel, though grave, was not so serious as to justify prosecution, and that so long had passed since the publication that no one was likely to found an indictment on so stale a charge. This contention was based on a misunderstanding of the authorities. *R.* v. *Boyes*, *supra*, was the only case where a witness was compelled to admit in terms a criminal offence, the ground being that in the ordinary course of law it had become not merely improbable but impossible that he should ever be convicted. As a general rule, any admission of any criminal offence must tend to criminate a witness. His

lordship referred to *Ex parte Reynolds*, 20 Ch. D. 294; *Maccallum* v. *Turton*, 2 Y. & J. 183; and *Short* v. *Mercier*, 20 L.J. Eq. 289, and said that in *Société Immobilière St. Honoré Monceau* v. *Financial General Trust, Ltd., and Others* (1933) (unreported), the Court of Appeal ordered the defendants to answer interrogatories notwithstanding an objection similar to that taken in this case. The acts relied on to prove a conspiracy had (with one exception) all been performed outside the jurisdiction of the English courts and in a country where no criminal proceedings would lie in respect of the offences alleged. The court decided the case on the ground that the objection was not made *bona fide*. In this case the objection of Liverman was not made *mala fide*, and his answer would tend to criminate him. An undertaking not to prosecute (such as the plaintiff company were willing to give) was not binding, and two persons who might be minded to prosecute had expressed no intention to refrain from doing so. It would be hard to accede to the defendants' argument without saying that the court might always compel a witness to incriminate himself if the persons who might be expected to prosecute were likely to be soft-hearted or the jury to be indulgent. The date of the alleged libels was not so remote as to make it unlikely that a prosecution would be founded on them. No distinction could be drawn between the interrogatories relating to the alleged libels and those relating to the alleged slanders, for Liverman was alleged to have repeated the language of a circular purporting to bear his signature which was one of the libels complained of. As to the defendant company, it was contended that a corporation could not be indicted for libel, that if it could it was improbable that such a prosecution hitherto untried would be made, and that in any event a company was not entitled to rely on an objection that an answer might tend to criminate it. This contention failed: see *Pharmaceutical Society* v. *London & Provincial Supply Association*, 5 App. Cas., at pp. 869, 870; and *Webster* v. *Solloway Mills & Co.* (1931), 1 D.L.R., at pp. 833, 834. The appeal should be dismissed, the costs in the Court of Appeal and below being paid by the plaintiffs in any event.

COUNSEL: *J. Foster; E. Pearce.*

SOLICITORS: *Last, Riches & Fitton; Bird & Bird.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Cohen *v.* Cohen.

MacKinnon and Luxmoore, L.JJ., and Macnaghten, J. 2nd May, 1939.

DIVORCE—DESERTION BY HUSBAND FOR THREE YEARS—SUBSEQUENT DIVORCE PETITIONS ON GROUND OF ADULTERY DISMISSED—PETITION FOR DIVORCE ON GROUND OF DESERTION—PREVIOUS PETITIONS ON FILE DURING THREE PRECEDING YEARS.

Appeal from Hodson, J. (83 SOL. J. 241).

In 1925 a husband deserted his wife. The desertion continued till the 21st March, 1930, when she presented a divorce petition alleging adultery. This remained on the file till the 14th May, 1937, when it was dismissed, not having been proceeded with. On the 25th May, 1937, on the strength of further information, the wife presented another petition for divorce on the ground of alleged adultery. This remained on the file till the 1st March, 1938, when it was similarly dismissed. On the 2nd March, 1938, the wife presented a petition for divorce alleging that her husband had deserted her for at least three years immediately preceding the presentation of the petition (Matrimonial Causes Act, 1937, s. 2 (*b*)). Hodson, J., dismissed the petition, holding that in view of the previous petitions for divorce which had been on the file during the three years immediately preceding its presentation, the desertion had not continued during that period.

MACKINNON, L.J., dismissing the petitioner's appeal, said that the decision of the Court of Appeal in *Stevenson* v. *Stevenson* [1911] P. 191, could not be differentiated from this case and was conclusive on the point raised. There would be leave to appeal to the House of Lords.

LUXMOORE, L.J., and MACNAGHTEN, J., agreed.

COUNSEL: *Grazebrook*, K.C., for the petitioner. (The respondent did not appear.)

SOLICITORS: *Percy Bono & Griffith.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Ex parte Borders.

Greene, M.R., Finlay and Luxmoore, L.JJ. 17th May, 1939.

PRACTICE—APPEAL—OFFICIAL SHORTHAND NOTE OF LONG CASE—TRANSCRIPTS—WHETHER OBTAINABLE AT PUBLIC EXPENSE—R.S.C. Ord. LVIII, r. 11.

Appeal from Bennett, J.

The defendant in the action of *Bradford Third Equitable Building Society* v. *Borders*, 83 SOL. J. 154, who had conducted her case in person throughout a hearing lasting several days, wished to appeal against the decision of Bennett, J. The judge had refused to give a direction to enable her to obtain a transcript of the shorthand note at the expense of the public funds—see the regulation in "The Annual Practice, 1939," at p. 1276. Her circumstances being too poor to enable her to meet the cost, which was over £200, she now sought to obtain from the Court of Appeal the direction refused by the judge in order that she might comply with the Practice Note [1938] W.N. 249, which laid down that the transcripts of official shorthand notes must in cases where they existed be supplied to the Court of Appeal.

GREENE, M.R., said that by the system of official shorthand writers recently introduced, a new practice was introduced under the Lord Chancellor's regulation (Annual Practice, 1939, at p. 1276). Under Ord. LVIII, r. 11, the Court of Appeal would, where to its knowledge a complete note of the evidence existed, require it to be produced in place of any less complete note. It would not allow the production of a less satisfactory and complete record. The Lord Chancellor's regulation recognised that it might be a hardship on appellants in poor circumstances to pay for the transcripts and conferred on the judge authority to empower the expenditure of public funds for providing them. Here the judge was satisfied of the poor circumstances of the defendant, but not that there was "reasonable ground for the appeal." The intention of the regulation was that if a particular direction was given by a particular person that would act, as it were, as a voucher for the charge on the public funds. The Comptroller and Auditor-General faced with a charge in respect of the transcript would pass it if the direction provided had been given by the person indicated. The power given to the judge was not in the nature of a judicial discretion. There was merely an executive regulation whereby the judge's direction was accepted as a voucher for the expenditure of public funds. The power of the Court of Appeal was statutory. It could not substitute itself for the person to issue the voucher.

FINLAY and LUXMOORE, L.JJ., agreed.

COUNSEL: *Sir Stafford Cripps*, K.C., and *Lewes.*

SOLICITORS: *W. H. Thompson & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Bond *v.* Norman; Same *v.* Nottingham Corporation.

Simonds, J. 4th May, 1939.

HOUSING — CLEARANCE ORDER — DEMOLITION NOTICE —ADJACENT BUILDING—RIGHT TO SUPPORT—EFFECT.

The plaintiff Bond owned a house adjoining some cottages belonging to the defendant Norman. In January, 1935, Norman was served with a demolition order under the Housing Act, 1930, in respect of his buildings which were included in a clearance order. In an action against him Bond claimed an injunction to restrain him from demolishing the cottages without providing equivalent support, on the ground that he

was entitled to a right of support. Norman declined to give an undertaking, contending that he would be carrying out a statutory duty and that if he did not demolish the buildings the Nottingham Corporation would perform the work and charge him with the expense under s. 26 of the Housing Act, 1936. Bond having commenced an action against the corporation, both actions were consolidated.

SIMONDS, J., said that Norman was not entitled to demolish the cottages without providing equivalent support for Bond's house. There should be a perpetual injunction. The action against the Corporation should stand over with liberty to restore it on short notice if they proposed to demolish the buildings without providing equivalent support.

COUNSEL: *Rimmer; W. Roots; Wilfrid Hunt.*

SOLICITORS: *Peacock & Goddard*, for *Hunt, Dickens and Willatt*, of Nottingham: *Gregory, Rowcliffe & Co.*, for *Johnstone, Williams & Walker*, of Nottingham; *Sharpe, Pritchard & Co.*, for *J. E. Richards*, Town Clerk, Nottingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Beale, R. G. F.; *Ex parte* The Board of Trade.

Farwell, J. 15th May, 1939.

BANKRUPTCY—TRUSTEE ELECTED BY CREDITORS—ACCOUNTANT—MEMBER OF FIRM WHO HAD ACTED FOR DEBTOR—CLAIM FOR PROFESSIONAL SERVICES—OBJECTION TO APPOINTMENT BY BOARD OF TRADE—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), s. 19.

In December, 1938, the debtor presented a banrkuptcy petition against himself in the county court. A receiving order was made and he was adjudicated bankrupt. There had been no previous act of bankruptcy. In January, 1939, at a meeting of creditors it was resolved that one, Symons, should be trustee in bankruptcy. His firm had acted for many years as accountants for the debtor. From January to December, 1938, they had received various sums of money from him and on his behalf and had made several payments on his behalf. They submitted to the Official Receiver a cash account, setting out receipts amounting to £415 5s. 5d., and disbursements amounting to £415 14s. The disbursements included an item of £10 and another of £13 13s., described as "Messrs. Symons on account of fees." They also submitted a proof of debt in the bankruptcy for £112 11s. "for professional services rendered" between April, 1937, and December, 1938, "as according to detailed account." The account set out the various services alleged, but set no charge against each and concluded with a claim for a lump sum. In March, 1939, the Board of Trade objected to the trustee's appointment under s. 19 (2) of the Bankruptcy Act, 1914, on the ground that "his connexion with or relation to the bankrupt or his estate . . . makes it difficult for him to act with impartiality in the interests of the creditors generally." In accordance with a requisition by a statutory majority of the creditors under s. 19 (3), the Board of Trade notified their objection to the High Court.

FARWELL, J., said that the court had not to decide whether in all the circumstances it would be best to permit the trustee to act, but merely to adjudicate on the Board of Trade's objection (*In re Lamb* [1894] 2 Q.B. 805). If the Board of Trade satisfied the court that the position was as stated in the objection it had merely to uphold it. There was no reflection on the gentleman elected by the trustees, but it would be his duty to investigate his firm's cash account, and the proof put in by them. The court had not to decide whether he would in fact be impartial, but whether it would be difficult for him to act with impartiality. He was in the position of being an accounting party. There were proper grounds for the objection which should be sustained.

COUNSEL: *V. Aronson.* (The proposed trustee appeared in person.)

SOLICITOR: *Solicitor to the Board of Trade.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Compagnie Primera de Navegacion Panama *v.* Compania Arrendataria de Monopolio de Petroleos S.A.

Branson, J. 15th March, 1939.

SHIPPING—CHARTERPARTY—CHARTER FOR TWO CONSECUTIVE VOYAGES — DEVIATION ON THE FIRST — WHETHER CHARTERERS RELIEVED FROM CONTRACT IN RESPECT OF SECOND.

Special case stated by an umpire.

By a charterparty dated the 30th December, 1937, the owners let to the charterers their tank vessel, the "Yolanda," to bring a cargo of oil from the Black Sea to Spain, and it was provided that the charter should remain in force for two consecutive voyages on the same terms. Disputes having arisen under the charter and been referred to arbitration, the umpire now stated for the opinion of the court a special case, in which, so far as material, the following facts appeared. By the charterparty the vessel was to load the oil at a safe port in the Black Sea and proceed to a port in the Spanish Mediterranean. Clause 9 provided: ". . . . The vessel has liberty to call at any ports in any order . . . and to deviate for the purpose of saving life or property." By cl. 12: "The vessel to have leave . . . to call at any . . . ports for bunker supplies." On leaving Constantza in the Black Sea, the captain intended to go to Zonguldak for bunkers, Zonguldak not being on the normal route from Constantza through the Bosphorus. On the way to Zonguldak the captain altered course to go to Istanbul because he thought that coaling at Zonguldak would not be safe in the prevailing weather conditions. Having taken coal at Istanbul, the vessel proceeded to Algiers, where she took on a non-intervention officer. On the way to Algiers she called at Bona to take coal, although she already had enough for the distance still to be covered to Algiers. On the 1st March the vessel having, after capture by the Spanish Nationalists, discharged her cargo at Palma, the charterers were informed that she was proceeding to Istanbul for orders in accordance with the charterparty. On the 14th March the charterers definitely declined to give orders for the second voyage. The arbitrator found as a fact, and the parties subsequently agreed, that, upon proceeding towards Zonguldak the vessel departed from the charterparty course, and that in going to Bona she again unnecessarily departed from her direct course. The questions left for the court were (A) whether either or both of the vessel's departures from her direct course under the charterparty amounted in law to deviations, and, if yes, whether the deviations had the effect of relieving the charterers from further performance of the charterparty, and from the necessity of giving orders for a second voyage.

BRANSON, J., said that, whether the call at Bona could be justified depended on the construction of cls. 9 and 12, light being thrown on the question by *Leduc* v. *Ward* (1888), 20 Q.B.D. 475, at p. 482, and *Glynn* v. *Margetson* [1893] A.C. 351. Were the wide words of cls. 9 and 12 cut down by Lord Esher's words in the former case so as to entitle the charterers to claim to put an end to the contract? Bona was a port between the *terminus a quo* and the *terminus ad quem* of the voyage, and was only a few miles out of the direct route. It would be giving no force at all to cls. 9 and 12 to hold that a call to bunker there was not within the liberty given. The call at Bona was therefore covered and excused by cls. 9 and 12. It was unnecessary to decide whether or not the charterers had waived the Zonguldak deviation, because of the view which he took on the question of the effect of that deviation on the second part of the charterparty dealing with the second voyage. It was contended for the shipowners that, as the charterparty provided for two voyages, it enabled the court to treat the two voyages as severable although each of them was to be performed under the same terms and conditions. For the charterers it was

argued that, although the contract provided for two voyages, it was one and indivisible, and that owing to the deviation to Zonguldak the whole contract was at an end. The present case must be decided on first principles. The objections ordinarily taken would not apply to a contract covering more than one voyage. Here it was not known what the second voyage would be. The ship might have had instruction to go, not to Constantza, but to some different port. The true analogy for the present case, on which there was no direct authority, appeared to be that of a contract for goods to be delivered by instalments. In *Maple Flock Company, Limited* v. *Universal Furniture Products (Wembley), Limited* [1934] 1 K.B. 148, Lord Hewart, C.J., laid down the tests to be applied in deciding whether a breach in the delivery of one instalment could be treated as a repudiation of the whole contract. In his (Branson, J.'s) opinion, what happened in the present case did not entitle the charterers to refuse to fulfil the contract with regard to the second voyage.

COUNSEL: *Mocatta*, for the claimant shipowners; *H. U. Willink*, K.C., and *John Foster*, for the charterers.

SOLICITORS: *Holman, Fenwick & Willan; Middleton, Lewis & Clark.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Pagett *v.* Mayo.

Lord Hewart, C.J., Macnaghten and Singleton, JJ.
30th March, 1939.

ROAD TRAFFIC — MOTOR CAR — ACCIDENT RESULTING IN INJURY TO PROPERTY ONLY—WHETHER DUTY OF THE DRIVER TO GIVE PARTICULARS OR REPORT TO POLICE.

Appeal by case stated from a decision of a Clitheroe Court of Summary Jurisdiction.

An information was preferred by the appellant, a superintendent of police, against the respondent Mayo, for having acted in contravention of s. 22 of the Road Traffic Act, 1930. The following facts were proved or admitted: On the 18th June, 1938, the respondent was driving a motor vehicle on a public road when it skidded at a corner and hit a stone wall, the property of one Proctor, the wall and the vehicle being damaged. The respondent did not give his name or address to any person having reasonable grounds for requiring him to do so, nor did he report the accident at any police station or to any police-constable, either as soon as reasonably practicable or within twenty-four hours of its occurrence. It was contended for the appellant that damage had been caused to a certain person, and that the respondent, not having given his name and address and not having reported the accident either at a police station or to a police-constable as required by s. 22, had committed an offence under that section. For the respondent it was contended that damage to the wall was not damage or injury to any person, vehicle, or animal within the meaning of s. 22, and that accordingly he had committed no offence. The justices dismissed the information. By s. 22 of the Act of 1930, "(1) If . . . owing to the presence of a motor-vehicle on a road, an accident occurs whereby damage or injury is caused to any person, vehicle or animal, the driver of the motor-vehicle shall stop and, if required so to do by any person having reasonable grounds for so requiring, give his name and address, and also the name and address of the owner and the identification marks of the vehicle. (2) If in any case of any such accident as aforesaid the driver of the motor-vehicle for any reason does not give his name and address to any such person as aforesaid, he shall report the accident at a police station or to a police-constable as soon as reasonably practicable, and in any case within twenty-four hours of the occurrence thereof. (3) In this section, the expression 'animal' means any horse, cattle, ass, mule, sheep, pig, goat, or dog. (4) If any person fails to comply with this section, he shall be guilty of an offence." It was argued for the appellant that the whole object of the section was that all accidents should be reported so that a person reasonably interested might have the opportunity of finding out who was responsible, and that some effect should be given to the words "damage or injury" in sub-s. (1), damage connoting something more than personal injury. It was argued for the respondent that, if the Legislature had intended that s. 22 should apply to any case of damage or injury to property, the intention could easily have been expressed. If the interpretation of the section contended for on behalf of the appellant were correct, it would have been quite unnecessary to add the words "vehicle or animal" after the word "person" in sub-s. (1).

LORD HEWART, C.J., said that the appellant's argument was that the words "any person, vehicle, or animal" in s. 22 (1) ought to be read as if they had been written "any person, property, vehicle or animal." If it had been intended to include property it would have been easy to say so. A question would then have arisen about the use of the word "vehicle." Was not a vehicle someone's property? Nor would the difficulty have ceased there. Sub-section (3) defined "animal." Horses and the other animals mentioned in the definition were commonly someone's property. Why, it would have been argued, should a special protection have been extended by sub-s. (3) to those kinds of property, if by sub-s. (1) all kinds of property were already included? The appeal must be dismissed.

MACNAGHTEN and SINGLETON, JJ., agreed.

COUNSEL: *R. Etherton*, for the appellant; *C. B. Marriott*, K.C., and *Laurence Vine*, for the respondent.

SOLICITORS: *Norton, Rose, Greenwell & Co.*, for *Sir George Etherton*, Preston; *Amery-Parkes & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Stimpson and Others *v.* Portsmouth Corporation.

Atkinson, J. 3rd April, 1939.

ELECTRICITY — AUTHORISED UNDERTAKING — TRANSFER — RIGHT OF EMPLOYEES TO COMPENSATION FOR RESULTING LOSS OF EMPLOYMENT — WHETHER CONFINED TO EMPLOYEES OF UNDERTAKING ACTUALLY TRANSFERRED OR APPLICABLE TO EMPLOYEES OF ANY AUTHORISED UNDERTAKING AFFECTED BY THE TRANSFER — ELECTRICITY (SUPPLY) ACT, 1919 (9 & 10 Geo. 5. c. 100), s. 16.

Motion to set aside an award.

By a Special Act of 1903, the predecessors in title of the Gosport and Fareham Omnibus Company were authorised to convert their tramways to electrical working and to construct a station for generating electricity, which they duly did. The same Act authorised the omnibus company to make agreements for the supply of electricity to any local authority or company in whose district or area of supply any part of the omnibus company's tramways ran. The omnibus company's undertaking became an authorised undertaking by virtue of the Act of 1903. By virtue of various statutory provisions a certain electric lighting company were authorised to supply electricity within an area comprising part of the Borough of Gosport. The electric lighting company were also authorised undertakers. Some of the omnibus company's tramways being in the area in question, they were authorised to supply electricity to the electric lighting company. The omnibus company supplied the electric lighting company with energy over mains which the omnibus company constructed and owned. By a Special Act of 1929 the omnibus company were authorised to abandon their tramways, and, on the 1st January, 1930, they replaced them by omnibus services. Gosport Corporation having decided to exercise their right to purchase the undertaking of the electric lighting company, an agreement was, in 1934, entered into between that corporation and Portsmouth Corporation whereby the latter corporation were, with the requisite statutory approval, to take over from Gosport Corporation the electric lighting company's undertaking. Portsmouth Corporation having obtained powers

to purchase, and having then purchased, the electric lighting company's undertaking, the omnibus company supplied Portsmouth Corporation over the company's mains with electricity for the area in Gosport. Portsmouth Corporation then proceeded to instal for the Gosport area mains which would be suitable for the supply to that area of the corporation's own electricity. In November, 1927, Portsmouth Corporation began exclusively to supply the area, whereupon the omnibus company ceased to generate electricity at their generating station, and their electrical undertaking consequently ceased to operate. The present claim was then made by a number of men who had been employed regularly in or about the omnibus company's, although not the electric lighting company's, undertaking, and all of whom had by November, 1937, received notice to terminate their employment, that loss of employment being due to the transfer to Portsmouth Corporation by Gosport Corporation of the electric lighting company's undertaking. The arbitrator awarded that the claimants were not entitled to compensation against the omnibus company, but that they were so entitled against Portsmouth Corporation under s. 16 of the Electricity (Supply) Act, 1919. He ruled against the corporation's contention that the claimants were not entitled to compensation under that section unless they had been regularly employed in or about the undertaking which was transferred.

ATKINSON, J., said that s. 16 of the Act of 1919, as amended, provided, so far as relevant, that when under the Act a transfer of an undertaking was effected, or an authorised undertaker ceased to operate, and any servant who had been regularly employed in or about the undertaking or any authorised undertaking proved that he had suffered loss of employment, he should be entitled to compensation. In his opinion, the true interpretation of that section was that it was not only the servants of the undertaking transferred who could claim compensation. If, on a transfer of an undertaking, a person employed by any authorised undertaking could show that he had lost his employment as a result of that transfer, he was entitled to compensation. The award must, therefore, be upheld.

COUNSEL: *G. D. Squibb*, for Portsmouth Corporation; *Sir Stafford Cripps*, K.C., and *G. G. Slack*, for the claimants.

SOLICITORS: *Norton, Rose, Greenwell & Co.*, agents for *F. J. Sparks*, Portsmouth; *W. H. Thompson*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Burfitt and Another *v.* A. & E. Kille.

Atkinson, J. 4th April, 1939.

FIREARMS—SALE OF TOY PISTOL WITH BLANK CARTRIDGES—INJURY TO CHILD—THING DANGEROUS IN ITSELF—LIABILITY.

Action for damages for personal injuries.

In April, 1938, a boy called Alexander, about twelve years of age, bought a so-called safety pistol at the shop of the defendants, A. & E. Kille, in Minehead, together with two boxes, each containing fifty blank cartridges. The price of the pistol was 2s. 3d. The next day, when the infant plaintiff, a boy two or three years younger than Alexander, was playing with him, Alexander fired the pistol into the air, and it backfired, a piece of the metal casing of the cartridge striking the plaintiff in the left eye, causing him to lose the sight of it. He now brought this action by his father, who also sued on his own behalf, claiming damages from the defendants on the ground that they had been guilty of negligence or breach of duty in selling the pistol and cartridges to Alexander because the pistol was a thing intrinsically dangerous in the hands of a boy of Alexander's age. It was also alleged that the sale of the cartridges was illegal under s. 19 of the Firearms Act, 1937.

ATKINSON, J., said that, with regard to the issue whether the plaintiff had established that the defendants were under a duty towards him, the question when a seller of a chattel owed a duty to a person other than the purchaser had been frequently debated, but was still not entirely clear. He thought, however, that the following propositions had been established: If a seller placed in the hands of a buyer a chattel belonging to a class of things dangerous in itself to such a person as the buyer might be, a duty of care rested on the seller not only to the actual recipient but to all persons who might reasonably be contemplated to be likely to be placed in danger. If the seller chose to sell things of a class dangerous in themselves he could not be heard to say that he did not know or appreciate the danger. The authorities seemed to recognise that a warning by the seller of a dangerous thing was not a sufficient discharge of his duty if the person to whom the chattel was delivered was not a competent person. The second proposition which he thought had been established was that, if a seller placed in the hands of a buyer without due warning a thing not dangerous in itself but likely to cause danger from some defect in manufacture or in the course of being repaired of which he knew, he would be liable. He agreed that the pistol was one which was wholly unsuitable for sale to schoolboys, and that it constituted a thing dangerous in itself in the hands of such a boy as Alexander. It was further said that the sale of the blank cartridges to Alexander was unlawful. Section 11 of the Firearms Act, 1937, forbade the sale of any firearm or ammunition to which the Act applied to anyone not in possession of the requisite certificate, and s. 19 provided that no person under seventeen should buy or hire any firearm or ammunition, and that no person should sell or let on hire any firearm or ammunition to any other person whom he knew or had reasonable ground for believing to be under the age of seventeen. It was not suggested that the pistol was a firearm within the meaning of the Act, but it was said that the ammunition supplied was ammunition within the Act. Section 16 (2) seemed to make it clear that the definition of ammunition in the Act was intended to cover blank cartridges, and their sale was therefore contrary to law. There was in his (his lordship's) opinion a sale of a pistol and ammunition which together constituted a thing dangerous in itself, and there was an illegal sale of ammunition. It was not necessary to decide whether the sale of the ammunition alone would be sufficient to support the plaintiffs' case. There would be judgment for the infant plaintiff for £1,000 and for special damage for his father.

COUNSEL: *E. S. Fay*, for the plaintiffs; *Clive Burt*, for the defendants.

SOLICITORS: *Butt & Bowyer*, for *Rutter & Rutter*, Wincanton, Somerset; *Sewell, Edwards & Nevill*, for *Newbery & Thorne*, Minehead, Somerset.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Kleinwort, Sons and Co. *v.* Ungarische Baumwolle Industrie Aktiengesellschaft and Hungarian General Creditbank.

Branson, J. 9th May, 1939.

BILLS OF EXCHANGE—UNDERTAKING BY HUNGARIAN DRAWERS TO "COVER" ACCEPTORS "WITH STERLING IN LONDON"—HUNGARIAN LEGISLATION MAKING PAYMENT IN LONDON IMPOSSIBLE—ACCEPTOR'S RIGHTS.

Action for a sum claimed due on a contract relating to bills of exchange.

The plaintiffs were bankers carrying on business in London. The first defendants were a Hungarian cotton company, and the second defendants a Hungarian bank, both carrying on business at Budapest. In 1938 certain bills of exchange were drawn by the first defendants on the plaintiffs, and, in consideration of the plaintiffs' accepting and discounting the bills and applying the proceeds for their benefit, the drawers undertook to pay the plaintiffs the amount of the bills in sterling at maturity. The second defendants guaranteed the payment when due. The bills not having been paid at

maturity, the plaintiffs now sued to recover the amount due, with interest. The contract was contained in letters, in which the drawers undertook to "cover you with sterling in London," and the second defendants guaranteed "that the necessary funds in sterling will be remitted to you in London." By a separate letter, the defendants said that owing to the exchange regulations there might be difficulty in performing the express obligation. The plaintiffs contended that that letter was outside the contract and had no effect on the contractual obligation. The transactions between the parties had been going on since 1925. The plaintiffs, having from time to time renewed the credit, now wished to assert their right to payment. The defendants contended that their government had prevented their paying, and the plaintiffs replied that that was no reason why the plaintiffs should not recover judgment in an English court. The defendants contended that, while they admitted the debt and must pay the plaintiffs at some time or other, they could not pay without infringing the law of Hungary so long as the Hungarian exchange regulations remained in force; and that English law, in accordance with the comity of nations, would not enforce a contract by a foreigner if performance by him would involve his doing something contrary to the law of his own country.

BRANSON, J., referring to the defendants' contention that the letter written after the making of the contract and stating that they would not be able to pay so long as the Hungarian exchange regulations made payment impossible should be treated as part of the contract, said that he saw no reason why Hungarian law should be held applicable to the contract. The documents constituted an unequivocal contract to provide the necessary funds in sterling in London, and, further, the letter did not form any part of the contract which, in fact, it would contradict and nullify. It was plain, then, that, apart from the last contention of the defendants, the plaintiffs must succeed. That contention was that payment by the defendants would involve their doing some act in Hungary which would render them liable there to the criminal law, and it was a principle of English law that the law of this country would not compel the fulfilment of an obligation the performance of which involved the doing in a foreign country of something which the supervenient law of that country had rendered it illegal to do (*De Beéche* v. *South American Stores* [1935] A.C. 148; *Ralli Bros.* v. *Compania Naviera Sota y Aznar*, 64 SOL. J. 462; [1920] 2 K.B. 287). But in this case there was no act to be performed in the foreign country. The contract was to pay sterling in London. The defendants contended that the Hungarian legislation prevented their paying anywhere at all, but in his view their contention would carry the English law far beyond what was laid down in the authorities cited, and he thought that the true view was that laid down in *The Halley*, L.R. 2 P.C., at p. 203. There must be judgment for the plaintiffs for the sum claimed with interest, and costs.

COUNSEL: *A. T. Miller*, K.C., and *H. G. Robertson*, for the plaintiffs; *Sir Patrick Hastings*, K.C., *Valentine Holmes* and *D. Hastings*, for the defendants.

SOLICITORS: *Slaughter & May*; *Linklaters & Paines*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Shaw *v.* Shaw.

Sir Boyd Merriman, P. 27th March, and 3rd April, 1939.

DIVORCE—DESERTION—PARTIES NEVER COHABITED—AGREEMENT AT TIME OF MARRIAGE TO LIVE APART TEMPORARILY—REPEATED REQUESTS BY PETITIONER FOR COHABITATION—UNREASONABLE REFUSAL.

This was a wife's undefended petition for divorce on the ground of desertion. The parties had never cohabited and the question arose whether in such circumstances the respondent could be said to have been guilty of desertion.

Sir BOYD MERRIMAN, P., in giving judgment, said that the parties were married in 1930. The wife was living with her mother, but she had an income of her own, amounting to about £250 per annum. At the time of the marriage the husband was not in work, and for that reason he suggested that they should continue to live with their respective parents, and that, until he was earning money, the marriage should be kept secret from the parents. The wife assented to the suggestion, but he, his lordship, believed her evidence that she assented expressly upon the footing that the arrangement should last for a short time only. Not long after the marriage the husband became employed at £4 per week. Thereupon the wife asked him to set up house, and offered to contribute to the expenses out of her own income. The husband, however, refused on the pretext that he wished to be entirely responsible for keeping up the matrimonial home and that he was not then in a position to do so. In October, 1930, the wife accompanied her mother to India, still concealing the fact that she was married. She returned to England in May, 1931, and again pressed the husband to make a home for her. He was then unemployed and again refused to do so. Thereupon, the wife returned to her mother in India. Between their return to England in July, 1932, and 1934, the wife repeatedly pressed her husband to make a home, but he always refused to do so. From the last of these requests, in 1934, until 1937, the spouses never even met and it was not until the latter year that the wife first told her mother about the marriage. Eventually, on 19th September, 1938, the wife wrote a letter to the husband, on her solicitor's advice, referring to her previous requests that they should live together on what means they had, and to his refusals, and making a final demand that he should make a home so that they could live together in the ordinary way as husband and wife. If he would not do so, she said that she must apply for her freedom. In reply, she received a telegram to the effect that the husband did not intend to do anything. From this statement of the facts it will be seen that the present case afforded yet another example of the difficulty created by the passage in the judgment of Lord Penzance in *Fitzgerald* v. *Fitzgerald* (1869), L.R. 1 Pad. 694, at p. 698. "No one can desert who does not actively and wilfully bring to an end an existing state of cohabitation." It had often been explained that the passage from which that extract was quoted could not be taken to be exhaustive. In *Bradshaw* v. *Bradshaw* (1897), P. 24, a judgment of the Divisional Court, however, Sir Francis Jeune, P., in explaining the limitations to be placed upon *Fitzgerald* v. *Fitzgerald* (*supra*), and *R.* v. *Leresche* [1891] 2 Q.B. 418, said, at p. 26: "The two cases cited have one common feature: in each of them there were two persons living separate from each other by mutual consent and not cohabiting together, and in such a case there clearly could not be desertion unless there were a resumption of cohabitation." He, his lordship, did not think, however, that Sir Francis Jeune, P., was intending to refer to cases in which the parties had agreed to separate only for a limited time or for some temporary reason. Indeed, in an earlier case, *Mahoney* v. *M'Carthy* (1892), P. 21, he had dealt expressly with that situation as follows, at p. 25: "In the first place, was there any desertion at all? It is clear that the husband left the country with his wife's consent. That is admitted by the plaintiff's witnesses. It is further, indeed, urged on behalf of the husband that the case of *Fitzgerald* v. *Fitzgerald* shows that there must be a resumption of cohabitation before there can be desertion. I cannot, however, agree that that is so, because though it may be perfectly true that if there has been a separation by consent, that is to say, an agreement to live separate, there cannot be desertion without a return to cohabitation, such a rule does not apply where the absence has not been in pursuance of an agreement to live separate, but merely for a temporary reason and amounting only to a temporary separation." It was clear

from that case, and from *Smith* v. *Smith* (1888), 58 L.T. 639, and *Sifton* v. *Sifton*, 83 Sol. J. 97, that, if cohabitation had ceased by agreement only for a limited time or for a particular reason, that spouse was guilty of desertion who, without excuse, refused to resume cohabitation at the expiration of the time or the reason for the separation. *De Laubenque* v. *De Laubenque* [1899] P. 42, settled that a spouse might be guilty of desertion in spite of the fact that the marriage had not been consummated and that cohabitation had never begun, if that state of things were brought about by his or her fault. It seemed to follow that a spouse who, without excuse, refused to start cohabitation after the expiration of an agreement merely to postpone its inception would also be guilty of desertion. He, his lordship, thought that that was so in the present case, and that it would not be right to draw the inference that the wife ever acquiesced in the husband's refusal of her demands.

His Lordship pronounced a decree *nisi*.

Counsel: *Victor Williams*, for the Petitioner.

Solicitors: *Withers and Co.*

[Reported by J. F. Compton-Miller, Barrister-at-Law.]

Lancashire Palatine Court (Manchester District)

***In re* Lowe, deceased; Westminster Bank Limited *v.* Lowe.**

Sir John Bennett, V.-C. 25th April, 1939.

Will—Construction—Bequest of Annuity until Annuitant Renews Acquaintance with Named Persons—Uncertainty.

By his will dated the 31st August, 1936, Richard Alexander Lowe (hereinafter called "the testator") appointed the plaintiffs executors and trustees thereof and bequeathed divers legacies and annuities, including one of £250, to A.B., "until the happening of one of the following events (whichever first happens) . . . (*b*) until she renews her acquaintance with" either of two named persons, and the testator devised and bequeathed his residuary estate to the plaintiffs upon trust for sale, payment of debts and legacies, and for investment and to hold the residue and investments representing the same upon trust, subject to further payments to the said A.B., to pay the annual income thereof to certain named charities. The testator died on the 30th June, 1937, and probate of his will was obtained on the 1st October, 1937, by the plaintiffs, who now raised for decision by the court a number of questions, including one whether the provision for the continuance of the annuity bequeathed to the said A.B. until she renewed her acquaintance with either of the two named persons was valid or void for uncertainty or otherwise.

The Vice-Chancellor, giving judgment, said that the phrase "to renew acquaintance" might include many different acts, and the parties were not agreed as to what would amount to a breach of the condition. If the annuitant met one of the named persons in a train after five or ten years, and answered reasonably politely when spoken to, or if she met one of them in a hotel and didn't refuse to speak to him, would she have renewed her acquaintance with him? It was unlikely that the testator should have intended to include in the phrase merely speaking to the person named: he might have had one of a number of things in his mind when he spoke of "renewing acquaintance." In his (the Vice-Chancellor's) opinion the testator had not expressed what was in his mind with sufficient clearness to enable the court or the trustees to decide what would amount to a breach of the condition. It was established by authority that a condition of that sort must be clear, and he had before him a good guide in what was said by Farwell, J., in *Jeffreys* v. *Jeffreys*, 84 L.T. 417, and having regard to what was said by Farwell, J., and his own view as to the uncertainty of the phrase used in the case before him he held that the condition was too uncertain to be enforceable.

Counsel: *G. Maddocks*, for the plaintiffs; *A. Walmsley*, for the defendant A.B.; *A. H. Montgomery* and *H. Hartley*, for residuary legatees; *P. I. Bell* and *H. S. Barker*, for other interested beneficiaries.

Solicitors: *Robert Turner, Son & Andrews*, for the plaintiffs and A.B.; *Slater, Heelis & Co.*, and *Heath, Sons and Broome*, for residuary legatees; *Robert Turner, Son and Andrews*, for other parties; all of Manchester.

[Reported by R. A. Forrester, Esq., Barrister-at-Law.]

Obituary.

Lord Merrivale.

The Right Hon. Sir Henry Edward Duke, Kt., Baron Merrivale, formerly President of the Probate, Divorce and Admiralty Division, died at his residence in Gray's Inn on Saturday, 20th May, in his eighty-fourth year. He was called to the Bar by Gray's Inn in 1885, and joined the Western Circuit. He became Recorder of Devonport and Plymouth in 1897, and he took silk in 1899. In 1900 he was elected Conservative M.P. for Plymouth, but he was defeated in 1906; he was, however, elected for Exeter in 1910 and held the seat until 1918. In 1915 he was sworn of the Privy Council, and from 1916 to 1918 he was Chief Secretary for Ireland. He was appointed a Lord Justice of Appeal in 1918, and in the following year he was appointed President of the Probate, Divorce and Admiralty Division. He was created a baron in 1925, and he retired in 1933. Lord Merrivale was Treasurer of Gray's Inn in 1908 and again in 1927, and was Vice-Treasurer in 1928. An appreciation appears at p. 405 of this issue.

Mr. C. T. Samman.

Mr. Charles Thomas Samman, Barrister-at-Law, of Water Lane, E.C., died at Ventnor, Isle of Wight, on Wednesday, 17th May, in his seventy-fourth year. He was called to the Bar by the Middle Temple in 1910, and joined the South Eastern Circuit, of which he was Deputy Associate. He also practised at the North London Sessions and at the Central Criminal Court.

Mr. A. V. Bridge.

Mr. Allman Vizer Bridge, solicitor, a partner in the firm of Messrs. Barry & Harris, of Bristol, died recently at the age of forty-three. Mr. Bridge was admitted a solicitor in 1924, and was a former President of the Bristol Hibernian Society. He had played tennis for Gloucestershire.

Mr. A. V. Mabane.

Mr. Alfred Victor Mabane, solicitor, head of the firm of Messrs. Mabane, Graham & Mabane, of South Shields, died at his home at Westoe Village on Saturday, 20th May, at the age of sixty-two. Mr. Mabane, who was admitted a solicitor in 1898, was Chairman of the South Shields and Jarrow Court of Referees. He also acted as Deputy Registrar to South Shields County Court before the appointment of a permanent deputy registrar.

Mr. P. J. McKnight.

Mr. Patrick James McKnight, solicitor, senior partner in the firm of Messrs. P. J. McKnight & Ryder, of Hanley, Staffordshire, died on Monday, 15th May, at the age of fifty-eight. Mr. McKnight was admitted a solicitor in 1904.

Mr. W. S. Middlemist.

Mr. William Septimus Middlemist, solicitor, senior partner in the firm of Messrs. Broughton, Middlemist & Holt, of Gt. Marlborough Street, W., died at his home at Hitchin, on Saturday, 20th May, at the age of sixty-seven. Mr. Middlemist was admitted a solicitor in 1895.

MR. J. P. WILLIAMS.

Mr. John Pentir Williams, solicitor, a partner in the firm of Messrs. Pentir Williams & Jones, of Bangor, died at Bangor, on Sunday, 14th May, at the age of seventy-two. Mr. Williams, who was admitted a solicitor in 1892, was Town Clerk of Bangor and Coroner for North Cærnarvonshire.

MR. G. F. J. WOOD.

Mr. George Frederic Joseph Wood, solicitor, a member of the firm of Messrs. Birch, Cullimore & Co., of Chester, died on Friday, 19th May. Mr. Wood was admitted a solicitor in 1893.

Societies.

The Barristers' Benevolent Association.

The Annual General Meeting of this Association was held in Lincoln's Inn Hall on the 17th May.

On the motion of Mr. H. B. VAISEY, K.C., His Royal Highness the DUKE OF KENT, Senior Bencher of Lincoln's Inn, took the chair.

In presenting the annual report, the CHAIRMAN said that he tried to do as much as he could for a great number of charities and in his experience the appeal speech of the occasion was nearly always made, in very eloquent terms, by a very eloquent member of the legal profession. He was therefore glad to be able to do something in return and to offer his active support to the Barristers' Benevolent Association. This charity made no appeal to the general public but depended upon the generosity of barristers. He had been much impressed by the very fine spirit of self-help displayed in the Association. The profession felt it not so much a duty as a spontaneous desire to help those who fell on hard times. The keen and observant legal minds of his audience would probably think that he knew little or nothing of the Association and was making his remarks at random, but in fact, unlike some company directors, he had been studying the report. He found in it a very significant sentence: speaking about the result of Lord Justice Goddard's appeal for hospital letters, the committee said: "Many members of the Bar have been good enough to say that the Association can apply to them in cases of need for the necessary letters. This has been a great help, as, if no such assistance is required, the Association does not then feel that they are keeping letters which might be used by others." That, he thought, was the whole secret of the Association. That was a way in which its members could help and in which other charities were powerless. He wished the Association every success and felt confident that its appeal would not fall on deaf ears.

THE LORD CHANCELLOR, seconding the motion, pointed out that the profession of barrister was, as a very long period of reflection enabled him to state, quite unlike any other in this country and, he believed, in the world. It was impossible for a barrister to advertise, to buy a share in a business or to become a partner. While waiting for briefs he was in a most unusual position, which could not really be compared with any other. It was as if he set out in a sailing-boat—sometimes of a somewhat fragile kind—to sail across an unknown sea. He, and a number of other similar sailing-boats with him, had to make a very long journey to reach the haven of success on the other side. They encountered all sorts of difficulties in the early days: calms which prevented the boat from moving, fogs, and from all he knew, ice as well. In addition there were hidden reefs and storms, and, perhaps, before the journey was far advanced, the sailor had a wife to share his fate and children to form part of the cargo. Some of the adventurers, quite naturally and very often from no fault whatever of their own, found themselves stranded on some distant shore or became total wrecks. If there was any truth at all in this picture, there could be no doubt at all what was the duty of those who had reached the safe haven of success towards those who had been unlucky in their journey. They owed a duty to those who had been so unfortunate as not to reach the haven. No one was more convinced than himself that the successful journey was largely due to luck and chance. The present time was one when the Association very badly needed further assistance in order that it might help the unlucky. He would urge all those present and, still more, all those who were not present, to subscribe or to increase their subscription to this charity, in the confident expectation that every penny they could spare would be thoroughly well used.

A vote of thanks to the committee of management and officers of the Association was proposed by Lord Justice GODDARD, who said that, as a former member of the committee, he knew something of the time and trouble given to the work. He could, however, only claim to know "something" of it, because the work had been very largely increased since his time. Nowadays not only money was available for beneficiaries, but also a great deal of additional assistance by way of advice, the preparation of family budgets, and discussions as to the best way to use the money which the Association could provide. This greatly-valued extension of the work was largely due to the assistant secretary, Miss M. V. Chubb, who had given the most devoted service to the Association. As a result of some visits to beneficiaries he was able to realise how very much appreciated were those services, which made them feel that a really helping hand was held out. The committee greatly regretted the loss—through his promotion—of Judge A. F. Topham, who had been its devoted chairman for two years. The gap between the amount of the grants and the total annual subscriptions was very large this year, the grants totalling £7,100 while the annual subscriptions only amounted to £3,062. While the committee would very much appreciate the thanks of the meeting, it was not so much thanks as money they wanted.

The motion was seconded by Mr. Justice SIMONDS and carried with acclamation.

A vote of thanks to the Treasurer and Masters of the Bench of Lincoln's Inn was proposed by Mr. Justice SINGLETON and seconded by Sir WALTER MONCKTON, K.C. The gratitude of the meeting to the chairman was expressed by Sir WILFRID GREENE, Master of the Rolls, who pointed out that if the present hard times made it difficult for subscribers to increase their gifts, they must remember that the same conditions made life still harder for those to whom the subscriptions were devoted. Every member of the profession, as well as those present, was profoundly grateful to the Duke of Kent for the encouragement and inspiration he had given by his presence and for the words he had spoken. Also grateful were all those whose humble ambitions had been thwarted by ill fortune or ill health and who looked to the Association not for luxuries but for the bare necessities and decencies of life. In the journey which their Royal Highnesses would shortly undertake they would take with them no more heartfelt good wishes than those of the Bar of England. He was prepared to warrant the truth of his prophecy when he said that when they arrived in Australia they would receive no more loyal and hearty welcome than that of the Australian Bar.

His Royal Highness took tea with the members of the Association and then walked across to the Old Hall to inspect the exhibition of works of art by members of the Bar.

City of London Solicitors' Company.

ANNUAL GENERAL MEETING.

The annual general meeting of the City of London Solicitors' Company was held at Guildhall on Wednesday, 17th May, when the annual report and accounts were adopted. A letter from a member of the company with regard to mutual assistance among members of the company in time of war was also considered, and this matter was referred to a committee for further deliberation.

At a meeting of the Court held immediately after the annual general meeting, Mr. A. Hair was elected Master for the ensuing year, and the other officers of the Company were elected as follows: Mr. A. T. Cummings, Senior Warden; Mr. L. C. Bullock, Junior Warden; Mr. H. A. Easton, C.C., Senior Steward; Mr. W. A. Bright, Junior Steward.

Parliamentary News.

Progress of Bills.

House of Lords.

Administration of Justice (Emergency Provisions) Bill.
Reported, without Amendment. [23rd May.

Administration of Justice (Emergency Provisions) (Scotland) Bill.
Read First Time. [24th May.

Adoption of Children (Regulation) Bill.
In Committee. [23rd May.

Bristol Waterworks Bill.
Read Second Time. [18th May.

Camps Bill.
Read Third Time. [18th May.

Charities (Fuel Allotments) Bill.
Read Second Time. [23rd May.

Colne Valley Water Bill.
Read First Time. [18th May.
Droitwich Canals (Abandonment) Bill.
Read Third Time. [18th May.
Folkestone Water Bill.
Reported, with Amendments. [18th May.
Gosport Corporation Bill.
Commons Amendments agreed to. [18th May.
Hall-Marking of Foreign Plate Bill.
Read First Time. [18th May.
London County Council (Improvements) Bill.
Read Second Time. [23rd May.
London County Council (Money) Bill.
Read First Time. [19th May.
London Midland and Scottish Railway Bill.
Read Third Time. [18th May.
Marriages Validity Bill.
Read Second Time. [18th May.
Methodist Church Bill.
Commons Amendments agreed to. [19th May.
Metropolitan Water Board Bill.
Read Third Time. [18th May.
Milford Haven and Tenby Water Bill.
Read Third Time. [23rd May.
Military Training Bill.
In Committee. [24th May.
Ministry of Health Provisional Order Confirmation (Bacup) Bill.
Read Second Time. [24th May.
Ministry of Health Provisional Order Confirmation (Congleton) Bill.
Read Third Time. [24th May.
Ministry of Health Provisional Order Confirmation (Margate) Bill.
Read Third Time. [24th May.
Ministry of Health Provisional Order Confirmation (Matlock) Bill.
Read Third Time. [24th May.
Ministry of Health Provisional Order Confirmation (North Lindsay Water Board) Bill.
Read Second Time. [24th May.
Ministry of Health Provisional Order Confirmation (Wembley) Bill.
Read Second Time. [24th May.
National Trust for Places of Historic Interest or Natural Beauty Bill.
Reported, with Amendments. [18th May.
Public Health (Coal Mine Refuse) (Scotland) Bill.
Read Third Time. [23rd May.
Reserve and Auxiliary Forces Bill.
Reported, without Amendment. [24th May.
Saint Nicholas Millbrook (Southampton) Church (Sale) Bill.
Read Third Time. [18th May.
Saint Peter's Chapel, Stockport Bill.
Read Third Time. [24th May.
Scottish Union and National Insurance Company Bill.
Commons Amendments agreed to. [22nd May.
South Shields Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [18th May.
South Staffordshire Water Bill.
Read First Time. [18th May.
Stroud District Water, etc., Bill.
Read Third Time. [23rd May.
Walsall Corporation Bill.
Read Second Time. [24th May.
Water Undertakings Bill.
Read First Time. [24th May.
West Gloucester Water Bill.
Reported, with Amendments. [18th May.

House of Commons.

Camps Bill.
Lords Amendments agreed to. [24th May.
Civil Defence Bill.
Reported with Amendments. [24th May.
Colne Valley Water Bill.
Read Third Time. [18th May.
Coventry Corporation Bill.
Amendments considered. [24th May.
Croydon Corporation Bill.
Read Second Time. [22nd May.
Droitwich Canals (Abandonment) Bill.
Read First Time. [18th May.
Fertilisers and Feeding Stuffs Act (1926) Amendment Bill.
Withdrawn. [24th May.
Hall-Marking of Foreign Plate Bill.
Read Third Time. [17th May.
Jarrow Corporation Bill.
Amendments Considered. [22nd May.
King Edward the Seventh Welsh National Memorial Association Bill.
Read Third Time. [24th May.
London Building Acts (Amendment) Bill.
Read Second Time. [22nd May.
London County Council (Money) Bill.
Read Third Time. [18th May.
London Midland and Scottish Railway Bill.
Lords Amendments agreed to. [22nd May.
Methodist Church Bill.
Read Third Time. [18th May.
Metropolitan Water Board Bill.
Read First Time. [18th May.
Milford Haven and Tenby Water Bill.
Read First Time. [23rd May.
Military Training Bill.
Read Third Time. [18th May.
Ministry of Health Provisional Order Confirmation (Congleton) Bill.
Read First Time. [24th May.
Ministry of Health Provisional Order Confirmation (Margate) Bill.
Read First Time. [24th May.
Ministry of Health Provisional Order Confirmation (Matlock) Bill.
Read First Time. [24th May.
Ministry of Health Provisional Order (Corsham Water) Bill.
Read Second Time. [19th May.
Ministry of Health Provisional Order (Newhaven and Seaford Water) Bill.
Read Second Time. [19th May.
Ministry of Health Provisional Order (York Water) Bill.
Read Second Time. [19th May.
Parliamentary Elections (Compulsory Voting) Bill.
Read First Time. [23rd May.
Public Health (Coal Mine Refuse) (Scotland) Bill.
Lords Amendments agreed to. [24th May.
Reserve and Auxiliary Forces Bill.
Read Third Time. [18th May.
Royal Wanstead School Bill.
Read Third Time. [22nd May.
St. Helens Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [24th May.
Saint Peter's Chapel Stockport Bill.
Read First Time. [24th May.
Scottish Union and National Insurance Company Bill.
Read Third Time. [19th May.
Sheffield Corporation Bill.
Amendments Considered. [22nd May.
Smethwick Oldbury Rowley Regis and Tipton Transport Bill.
Amendments Considered. [22nd May.
South Staffordshire Water Bill.
Read Third Time. [18th May.
Southampton Harbour Bill.
Read Second Time. [22nd May.
Southend-on-Sea Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [24th May.
Southern Railway Bill.
Amendments Considered. [22nd May.
Stroud District Water Board, etc., Bill.
Read First Time. [23rd May.
Tiverton Corporation Bill.
Amendments Considered. [22nd May.
Unemployment Insurance Bill.
Reported with Amendments. [18th May.

Rules and Orders.

AUTUMN ASSIZES.

The following draft Order in Council has been received from the Privy Council Office:—

Whereas by the Long Vacation (1939) Order, 1939, it was ordered that in the year 1939 the Trinity Sittings of the Court of Appeal and the High Court of Justice should end on the 28th day of July, and that the Michaelmas Sittings of the said Courts should begin on the 3rd day of October, and that the Long Vacation of the several Courts and offices of the Supreme Court should for all purposes begin on the 29th day of July and end on the 2nd day of October:

And whereas the said Order was made in pursuance of a recommendation of a Council of Judges of the Supreme Court and the said Council recommended that consequential

alterations should be made in the dates for the holding of certain Assizes:

And whereas the provisions of the Rules Publication Act, 1893, have been complied with:

NOW, THEREFORE, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered as follows:—

1. The Schedules to the Order in Council dated the 14th day of May, 1912, so far as they relate to the Commission Days on the Midland, Northern, Oxford, and Western Circuits shall, for the purposes of the Autumn Assizes for the year 1939 only, be suspended.

2. The Commission Day for the first town on each of the said Circuits shall be the 4th day of October, 1939, and the Commission Days for the other towns on each of the said Circuits shall be fixed by the senior Judge going the Circuit on such days as may be found expedient in view of the probable amount of business at each of the said towns.

3. This Order shall not affect the existing powers of altering Commission Days.

4. This Order may be cited as the Autumn Circuit (1939) Order, 1939.

Legal Notes and News.

Honours and Appointments.

The King has approved a recommendation of the Home Secretary that Mr. R. N. MACGREGOR CLARKSON be appointed Stipendiary Magistrate for the Staffordshire Potteries, Stoke-on-Trent, to succeed the late Mr. B. C. Brough. Mr. Clarkson was called to the Bar by Gray's Inn in 1914.

The Lord Chancellor has appointed Mr. NORMAN MCQUEEN to be the Registrar of Bradford County Court and District Registrar in the High Court of Justice in Bradford as from the 19th day of May, 1939. Mr. McQueen was admitted a solicitor in 1906.

Notes.

A memorial service for the late Master, Lord Merrivale, will be held in Gray's Inn Chapel at 4.30 p.m. on Tuesday, 6th June.

Mr. J. Norman Daynes, K.C., has been elected chairman of the committee of management of St. Mark's Hospital for Cancer, City Road, E.C.

At a meeting of the Court of Common Council last week a resolution was passed sympathising with the family of the late Mr. F. Danford Thomas, the City Coroner. The Officers and Clerks Committee was instructed to report on the coronership and make recommendations with a view to filling the position.

High Court of Justice.

WHITSUN VACATION, 1939.

NOTICE.

There will be no sitting in Court during the Whitsun Vacation.

During the Whitsun Vacation all applications "which may require to be immediately or promptly heard," are to be made to The Honourable Mr. Justice MORTON.

The Honourable Mr. Justice MORTON will act as Vacation Judge from Saturday, 27th May, 1939, to Monday, 5th June, 1939, both days inclusive. His Lordship will sit as King's Bench Judge in Chambers in King's Bench Judge's Chambers on Wednesday, 31st May, at half-past 10 o'clock. On other days within the above period, applications in urgent matters may be made to his Lordship, personally or by post.

When applications are made by post, the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice.
May, 1939.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 8th June 1939.

	Div. Months.	Middle Price 24 May 1939.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	105¾	3 15 8	3 11 3
Consols 2½%	JAJO	69½	3 11 11	—
War Loan 3½% 1952 or after	JD	95	3 13 8	—
Funding 4% Loan 1960-90	MN	107¾	3 14 3	3 9 6
Funding 3% Loan 1959-69	AO	93	3 4 6	3 7 6
Funding 2¾% Loan 1952-57	JD	92	2 19 9	3 6 11
Funding 2½% Loan 1956-61	AO	86	2 18 2	3 8 3
Victory 4% Loan Av. life 21 years	MS	107½	3 14 5	3 9 10
Conversion 5% Loan 1944–64	MN	108½	4 12 2	2 18 8
Conversion 3½% Loan 1961 or after	AO	95½	3 13 4	—
Conversion 3% Loan 1948-53	MS	97½	3 1 6	3 4 7
Conversion 2½% Loan 1944-49	AO	95	2 12 8	3 1 10
National Defence Loan 3% 1954-58	JJ	96	3 2 6	3 5 6
Local Loans 3% Stock 1912 or after	JAJO	81½	3 13 7	—
Bank Stock	AO	319½	3 15 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	77½	3 11 0	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	83	3 12 3	—
India 4½% 1950-55	MN	106½	4 4 6	3 15 4
India 3½% 1931 or after	JAJO	86	4 1 5	—
India 3% 1948 or after	JAJO	74	4 1 1	—
Sudan 4½% 1939-73 Av. life 27 years	FA	106	4 4 11	4 2 6
Sudan 4% 1974 Red. in part after 1950	MN	101½	3 18 10	3 16 8
Tanganyika 4% Guaranteed 1951-71	FA	103½	3 17 4	3 12 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	103½	4 6 11	3 0 0
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	86½	2 17 10	3 11 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	100	4 0 0	4 0 0
Australia (Commonw'th) 3% 1955-58	AO	84½	3 11 0	4 4 0
*Canada 4% 1953-58	MS	107	3 14 9	3 7 3
Natal 3% 1929-49	JJ	95½	3 2 10	3 11 10
New South Wales 3½% 1930-50	JJ	95	3 13 8	4 1 5
New Zealand 3% 1945	AO	90	3 6 8	4 19 5
Nigeria 4% 1963	AO	104	3 16 11	3 14 10
Queensland 3½% 1950-70	JJ	88½	3 19 1	4 3 4
South Africa 3½% 1953-73	JD	97	3 12 2	3 13 2
Victoria 3½% 1929-49	AO	93	3 15 3	4 7 7
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	76½	3 18 5	—
Croydon 3% 1940-60	AO	88½	3 7 10	3 16 1
*Essex County 3½% 1952-72	JD	98	3 11 5	3 12 1
Leeds 3% 1927 or after	JJ	77	3 17 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	90	3 17 9	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	66	3 15 9	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	77	3 17 11	—
Manchester 3% 1941 or after	FA	75	4 0 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	3 4 2
Metropolitan Water Board 3% "A" 1963-2003	AO	82	3 13 2	3 14 10
Do. do. 3% "B" 1934-2003	MS	82	3 13 2	3 14 10
Do. do. 3% "E" 1953-73	JJ	89½	3 7 0	3 10 8
*Middlesex County Council 4% 1952-72	MN	102½	3 18 1	3 15 0
* Do. do. 4½% 1950-70	MN	105	4 5 9	3 18 7
Nottingham 3% Irredeemable	MN	76	3 18 11	—
Sheffield Corp. 3½% 1968	JJ	97½	3 11 10	3 12 9
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	98	4 1 8	—
Gt. Western Rly. 4½% Debenture	JJ	104½	4 6 1	—
Gt. Western Rly. 5% Debenture	JJ	114½	4 7 4	—
Gt. Western Rly. 5% Rent Charge	FA	110½	4 10 6	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	104½	4 15 8	—
Gt. Western Rly. 5% Preference	MA	85½	5 17 0	—
Southern Rly. 4% Debenture	JJ	98½	4 1 3	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	101½	3 18 10	3 18 3
Southern Rly. 5% Guaranteed	MA	109	4 11 9	—
Southern Rly. 5% Preference	MA	94½	5 5 10	—

* Not available to Trustees over par.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.